

PHAPlans

5YearPlanforFiscalYears2000 -2004
AnnualPlanforFiscalYear2003

PortsmouthRedevelopmentandHousingAuthority

NOTE: THIS PHA PLAN TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

PHA Plan Agency Identification

PHA Name: Portsmouth Redevelopment and Housing Authority

PHA Number: VA001

PHA Fiscal Year Beginning: (mm/yyyy) 07/2002

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☒ PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- ☒ Main administrative office of the PHA
- ☒ PHA development management offices
- ☒ PHA local offices
- ☒ Main administrative office of the local government
- ☐ Main administrative office of the County government
- ☐ Main administrative office of the State government
- ☐ Public library
- ☐ PHA website
- ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- ☒ Main business office of the PHA
- ☐ PHA development management offices
- ☐ Other (list below)

5-YEAR PLAN
PHAF ISCAL YEARS 2000 -2004
[24CFRPart903.5]

A.Mission

State the PHA's mission for serving the needs of low -income, very low income, and extremely low -income families in the PHA's jurisdiction. (select one of the choices below)

- ☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- ☒ The PHA's mission is: (state mission here)

MISSION STATEMENT
PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY

Enhancing the quality of life for the citizenry of Portsmouth through resource acquisition, asset management, and pursuing innovative opportunities shall be the mission of the Authority. To achieve this goal, the following objectives are established:

- Eliminate blight and underutilized properties and recycle land for the highest and best use to build sustainable communities.
- Increase the tax base through the development of new residential, commercial, and/or industrial developments, while facilitating the preservation of existing physical assets and stimulating neighborhood reinvestment and employment opportunities.
- Seek to create livable neighborhoods that are free from discrimination through both traditional and creative programs and services.
- Prevent the spread of blight and deterioration of residential neighborhoods by facilitating various rehabilitation and incentive programs.
- Manage, maintain, and enhance the current housing resources of the Authority and expand through supply of affordable housing.

- Promote a social and living environment that does not tolerate crime or drugs but encourages individualstotakeresponsibilityforimprovingtheir lives through programs and services provided by the Authority.
- Develop opportunities for low -and lower -income population to realize homeownership status through self -sufficiency programs.
- Provide programs and services that assist unemployed and underemployed persons to become wage earners.
- Empower individuals, groups and neighborhoods, to meet the challenges facing them in social, economic, and community development needs.

B.Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD -suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN EACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS** .(Quantifiable measures would include targetssuch as: numbers of families served or PHAS scores achieved.) PHA should identify these measures in the space to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- ☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers:
 - ☒ Reduce public housing vacancies:
 - ☒ Leverage private or other public funds to create additional housing opportunities:
 - ☒ Acquire or build units or developments
 - ☐ Other (list below)
- ☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management:
 - ☒ Improve voucher management: (SEMAP score)
 - ☒ Increase customer satisfaction:
 - ☒ Concentrate efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
 - ☒ Renovate or modernize public housing units:
 - ☒ Demolish or dispose of obsolete public housing:
 - ☒ Provide replacement public housing:
 - ☒ Provide replacement vouchers:
 - ☐ Other: (list below)

- ☒ PHAGoal: Increase assisted housing choices
- Objectives:
- ☒ Provide voucher mobility counseling:
 - ☒ Conduct outreach effort to potential voucher landlords
 - ☒ Increase voucher payment standards
 - ☒ Implement voucher homeownership program:
 - ☒ Implement public housing or other homeownership programs:
 - ☒ Implement public housing site -based waiting lists:
 - ☐ Convert public housing to vouchers:
 - ☐ Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

- ☒ PHAGoal: Provide an improved living environment
- Objectives:
- ☒ Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - ☒ Implement public housing security improvements:
 - ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - ☐ Other: (list below)

HUD Strategic Goal: Promote self -sufficiency and asset development of families and individuals

- ☒ PHAGoal: Promote self -sufficiency and asset development of assisted households
- Objectives:
- ☒ Increase the number and percentage of employed persons in assisted families:
 - ☒ Provide or attract support services to improve assistance recipients' employability:
 - ☐ Provide or attract support services to increase independence for the elderly or families with disabilities.
 - ☐ Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- ☒ PHAGoal: Ensure equal opportunity and affirmatively further fair housing
- Objectives:
- ☒ Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability:

- ☒ Undertakeaffirmativemeasurestoprovidea suitablelivingenvironmentfor familieslivinginassistedhousing,regardlessofrace,color,religionnational origin,sex,familialstatus,anddisability:
- ☒ Undertakeaffirmativemeasurestoensureaccessiblehousingtopersonswith all varietiesofdisabilitiesregardlessofunitsizerequired:
- ☐ Other:(listbelow)

OtherPHAGoalsandObjectives:(listbelow)

AnnualPHAPlan
PHAFiscalYear2002
[24CFRPart903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

Streamlined Plan:

- ☐ **High Performing PHA**
☐ **Small Agency (<250 Public Housing Units)**
☐ **Administering Section 8 Only**

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan

[24CFRPart903.79(r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

EXECUTIVE SUMMARY
Portsmouth Redevelopment and Housing Authority
Comprehensive Agency Plan

Introduction

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires housing authorities to provide its residents, community and the Department of Housing and Urban Development a Comprehensive Agency Plan that consists of a five year plan and an annual action plan. The plan is to be reviewed locally, with a public hearing held by the Board of Commissioners. The plan covers the Low - Income Public Housing Program, Capital Fund Program, and Section 8 Housing Assistance Program, HOPE VI, Drug Elimination Program and the policies and procedures under which these programs are administered.

Low-Income Public Housing and Section 8 Housing Assistance Programs

The Authority's Public Housing Admissions and Occupancy Policy and the Administrative Plan for the Section 8 Housing Choice Voucher Program have been revised to implement the requirements of the Quality Housing and Work Responsibility Act (QHWRA) and the Final Rule for Screening and Eviction for Drug Abuse and Other Criminal Activity. These revisions are consistent with the goals and objectives of the Authority and have been incorporated into its Agency Plan.

The Authority remains committed to providing safe, decent, sanitary and affordable housing to lower income families within its jurisdiction and has housed well over two hundred new families during the last year. The Authority is anxiously anticipating the completion of its first Low Income Housing Tax Credit Program. The fifty-eight (58) LIHTC units currently under construction is another component of our HOPE VI initiative. These one, two and three bedroom units are located in The Westbury housing community and are slated to be occupied by the early fall. We have incorporated the selection process for these units in the Admissions and Occupancy Policy.

As stipulated in the QHWRA, the Authority continues to evaluate its eligibility, selection and leasing policies. We analyzed our income for deconcentration and income targeting purposes, as well as the continuation of our strict enforcement of our policies involving drug-related and criminal activity. We are steadfast in ensuring that all of our residents are afforded the opportunity to reside and prosper in our housing communities. Not only do we focus on providing safe, decent, and sanitary housing to our residents, we are committed to enhancing their educational and employment opportunities for upward mobility. While this is important, we consistently offer programs and activities for the enhancement of our youth and adult population that foster community involvement and spirit.

In accordance with regulations for the Section 8 Housing Choice Voucher Program, all certificate holders have been converted to the Housing Choice Voucher Program. In addressing our program utilization rate, the Authority issued 558 vouchers during the last year and admitted over 350 families in the program. As required, the Authority also eliminated its liability for unpaid rent and damages and appointed two Section 8 participants to the Authority's existing Resident Advisory Board. Additionally, new lead-based paint regulations have been implemented that address identification of lead paint hazards, notification to occupants of the existence of these hazards, and control of lead-based paint hazards to reduce lead poisoning among young children.

The QHWR A also requires adult public housing residents in HOPE VI developments, except those exempted to contribute eight hours per month to community service (work) or participate for eight hours per month in economic self-sufficiency programs.

For the Section 8 program, the QHWR A combined the Certificate and Voucher program into the Housing Choice Voucher Program and established administrative fees at 7.65 percent for the first 600 units and 7 percent for 601 units and above. It also established fair market rents (FMR) at the 50th percentile and a payment standard between 90 and 110 percent of the FMR. It also requires that income targeting be performed to ensure that 75 percent of annual admissions are for families with incomes no higher than 30 percent of the area median.

The Authority will explore the feasibility of creating new affordable housing within the City of Portsmouth by utilizing up to 20% of the vouchers it has to project base them in new units to be developed.

Another component of the QHWR A requires an affordability limitation of 40 percent. Any new admission or any family whom moves may not pay more than 40 percent of their monthly -adjusted income toward the initial rent for the unit. This limit applies only at the initial leasing unit. Owners will be allowed to set the initial term of a lease for less than a year if it improves housing opportunities and is the prevailing market practice. The "take one, take all," provision requiring owners who accepted one voucher holder to accept all is repealed. The same income disregards for the public housing program apply to the Section 8 program.

The Authority will also strengthen its procedures for performing the initial Housing Quality Standard inspection. In compliance with the QHWR A, the Authority will inspect a unit within 15 days after receipt of a "Request for Approval of Tenancy" form from the family.

To ensure that the Section 8 program is administered in accordance with generally accepted practices in the rental market, the Authority may be assessed a late penalty if the owner's rental payment is not received in a timely manner.

Low-Income Public Housing Utility Allowances

The Authority recently had an independent energy analysis firm review and recommend changes in the utility allowances for our low-income public housing

units, with the exception of the Ida Barbour development. The Authority is currently retrofitting the units that will remain occupied in Ida Barbour and when this work is completed, a new allowance will be calculated for these units.

The electrical allowance has been increased to add additional television watching hours and to allow more time for exterior lighting, as a crime deterrent. The gas allowances were reduced overall, mainly due to a reduced hot water utilization factor being calculated. Water allowances have been established and the Authority plans to begin charging for excess water usage when the new allowances go into effect in July of this year.

Capital Fund Program

The Capital Fund Program (formerly known as the Comprehensive Grant Program) is the Authority's primary modernization vehicle, which assists in providing an overall comprehensive modernization strategy to preserve over time the physical condition of its public housing developments. The Authority receives funding based on a capital funding formula. In 2002, the Authority expects to receive \$3,433,184 to renovate and upgrade existing public housing units. Ninety-five (95%) percent of this funding will be used to continue asbestos abatement and major renovation for all units in Dale Homes, which is the Authority's oldest development (constructed in 1940). In conjunction with the HOPE VI project, the Capital Fund 2000 and 2001 will provide funding for the demolition of Ida Barbour, some adjacent property acquisition and for new construction of the development.

Public Housing Drug Elimination Program (PHDEP)

The goals of the Authority's comprehensive drug elimination strategy are to reduce and/or eliminate drug-related crime and other major crime and disorder problems; create a greater sense of security within public housing communities; maintain collaborative relationships with local law enforcement and non-profit agencies; and increase the overall quality of life for all public housing residents, with special emphasis on our youth population. The Authority's crime prevention strategies require a holistic approach and involve several local and state agencies. We are fortunate to have a good working relationship with our police department, public schools system, and our resident councils.

The Authority will continue its security and prevention-based programs in our public housing communities. The Authority will continue its Reimbursement of

Law Enforcement/Police Security Program in each community in an effort to decrease the crime rate and deter drug -related activities in areas that have a high concentration of crime and drug activity. Additionally, Part -time/Off Duty Police Officers will be employed to assist the efforts of the full -time officers during peak -time hours as revealed through crime analysis. The Physical Improvement program will control and deter pedestrian traffic by providing physical barriers to areas where loitering is known to occur. As a prevention method, we will provide public housing youth with alternative to negative and anti -social behavior by introducing the Young People's Guild, which takes a holistic approach to the personal development of youth. The Authority will continue its collaboration with the city's public schools system by renewing the Washington Park Tutorial Program. The program's goals are to increase the Standards of Learning (SOL) scores of 2nd through 5th grade students as well as to provide youth with much needed academic support and encouragement to further their education. The Authority will continue its Academic Scholarship Program, which provides one -time \$500 scholarships to twelve (12) qualified and deserving college -bound residents. The goals of these youth involved in drugs and crime activities. All programs will be monitored and evaluated through the Authority's Program Evaluation Program.

The Authority has been awarded \$436,899 from HUD's 2000 Public Housing Drug Elimination Program to implement these programs over a two -year period.

Department of Maintenance Services

The mission of the Department of Maintenance Services is to maintain public housing communities that are decent, safe, sanitary, and in good repair. The Authority's Department of Maintenance Services is organized into six distinct cost centers: Administration, Production/Grounds, Structures, Renovations, Utilities/Mechanical/Electrical, and Inspections. These cost centers combined receive and complete over 25,000 work orders annually. In addition, the Department performs over 1,100 annual inspections and prepares over 200 public housing units for re -occupancy annually.

Work Order System — Maintenance Services staff utilize the Emphasys Computer System (ECS) and its automated work order module. This system, through data entry, records the maintenance work that needs to be accomplished, tracks work assignments, tracks progress and completion, documents materials used, and provides a basis for monitoring effectiveness and productivity of the maintenance staff. The work orders system has recorded over 25,000 work orders in each of the last two fiscal years. The trend is expected to continue in fiscal year 2003.

Vacant Unit Turnaround --The Department of Maintenance Services prepares vacant units for re-occupancy usually within 10 calendar days. The Authority has experienced over 200 vacancies in its public housing communities in each of the last two fiscal years. This trend is expected to continue in fiscal year 2003.

Inspection Program —Maintenance Services annually inspect over 1,100 public housing units and their systems. These inspections are performed in accordance with the Uniform Physical Condition Standards (UPCS) protocol. The performance of annual inspections is expected to become more efficient in fiscal year 2003 due primarily to the use of contractors, handheld computers, and upgraded software.

Routine Maintenance —Routine maintenance comprises over 80% of all the work orders recorded in the work orders system. Emergency maintenance comprises over 2%. Preventive/Scheduled maintenance comprises approximately 18%. Maintenance Services satisfied 100% of all its emergency work orders within 24 hours or less during the most recent fiscal year and completed routine (non-emergency) work orders within an average of 19 calendar days or less. It is anticipated that the implementation of an inspection-driven maintenance program will improve upon the success achieved in these areas in fiscal year 2003.

The three critical issues that will confront the Department in fiscal year 2003 are an aging workforce, Neighborhood Appearance, and the HUD REAC Physical Condition Inspection. Many members of the Maintenance Services staff are eligible for retirement and may very well opt to retire during fiscal year 2003. This will place an even greater reliance on contract labor that is responsive to tenant and Authority needs. The next issue is that of Neighborhood Appearance. The most recent HUD administered Resident Satisfaction Survey, indicates that only 51% of public housing residents were satisfied with their neighborhood's appearance. Improvements are anticipated in the coming fiscal year, conditional upon the following: increased resident involvement and accountability, strict lease enforcement, pending approval of an on-site custodial staff in adequate numbers, and improved landscaping activities. And finally, HUD REAC's Physical Condition Inspection, conducted at the end of the fiscal year, has yet to provide a consistent evaluation of PRHA or any other public housing authority's ability to perform property management. Look for discussions to continue on the fairness of HUD REAC's Physical Condition Inspection on Capitol Hill during fiscal year 2003.

HOPEVI Grant and Other Opportunities

The Authority received a HOPEVI Demolition Grant in the amount of \$1,588,700 for Washington Park and will implement this program during the year. The Authority received a Resident Opportunities for Self Sufficiency (ROSS) Grant in the amount of \$499,718 and will implement the program this year. The Authority will seek a HOPEVI Revitalization Grant to address Jeffery Wilson Homes. Further, programs that are listed in the Department of Housing and Urban Development's SUPERNOFA, (Super Notice of Fund Availability), will be scrutinized for applicability to needs of four residents. Such programs as: HOPE VI Revitalization Grants, Drug Elimination for Multi-family Low Income Housing, Resident Opportunity and Self-Sufficiency for Service Coordinators, Economic Development Initiative, Brownfields Economic Development Initiative and Youthbuild will be evaluated.

Empowerment Zone

The Authority along with the Cities of Norfolk and Portsmouth and the Empowerment 2010 Board will work to establish programs and activities that will benefit the residents of four six census tracts, that each contain one of four Low Income Public Housing Developments.

iii. Annual Plan Table of Contents

[24CFR Part 903.79(r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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6. Grievance Procedures
7. Capital Improvement Needs
8. Demolition and Disposition
9. Designation of Housing
10. Conversion of Public Housing
11. Homeownership
12. Community Service Programs
13. Crime and Safety
14. Pets (Inactive for January 1 PHAs)
15. Civil Rights Certifications (included with PHA Plan Certifications)
16. Audit
17. Asset Management
18. Other Information

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the filename in parentheses in the space to the right of the title.

Required Attachments:

- ☒ Admissions Policy for Deconcentration
- ☒ FY2002 Capital Fund Program Annual Statement
- ☒ Most recent board -approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- ☒ PHA Management Organizational Chart
- ☒ FY2000 Capital Fund Program 5 Year Action Plan
- ☒ Public Housing Drug Elimination Program (PHDEP) Plan
- ☒ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- ☒ Other (List below, providing each attachment name)

Consolidated Plan 1998 -2002 (Included in Agency Plan binder).

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certification of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Fair Housing Documentation : Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board -approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certification of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan : Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the methodology for setting public housing flat rents <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Grievance Procedures

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD -approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
X	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1.StatementofHousingNeeds

[24CFRPart903.79(a)]

A.HousingNeedsofFamiliesintheJurisdiction/sServedbythePHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needsof FamiliesintheJurisdiction byFamilyType							
FamilyType	Overall	Afford- ability	Supply	Quality	Access- ibility	Size	Loca- tion
Income<=30% ofAMI	3,126	3	2	3	N/A	2	2
Income>30% but <=50%ofAMI	7,627	3	2	2	N/A	2	2
Income>50% but <80%ofAMI	16,117	2	1	2	N/A	2	2
Elderly	19,199	4	3	2	N/A	2	2
Familieswith Disabilities							
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							

What source of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- ☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 1998 -2002
- ☐ U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- ☐ American Housing Survey data
Indicate year:
- ☐ Other housing market study
Indicate year:
- ☐ Other sources: (list and indicate year of information)

B. Housing Needsof Families on the Public Housing and Section 8 Tenant Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA -wide waiting list administered by the PHA.** PHA may provide separate tables for site -based or sub -jurisdictional public housing waiting lists at their option.

Housing Needsof Families on the Waiting List

HousingNeedsofFamiliesontheWaitingList

Waitinglisttype:(selectone)

- ☐ Section8tenant -basedassistance
☒ PublicHousing
☐ CombinedSection8andPublicHousing
☐ PublicHousingSite -Basedorsub -jurisdictionalwaitinglist(optional)

If used,identifywhichdevelopment/subjurisdiction:

	#offamilies	%oftotalfamilies	AnnualTurnover
Waitinglisttotal	573		305
Extremelylow income<=30%AMI	550	96%	
Verylowincome (>30%but<=50% AMI)	19	3.3%	
Lowincome (>50%but<80% AMI)	3	0.5%	
Familieswith children	314	55%	
Elderlyfamilies	9	16.8%	
Familieswith Disabilities	0		
Race/ethnicity(1)	13	2%	
Race/ethnicity(2)	560	98%	
Race/ethnicity			
Race/ethnicity			

Characteristicsby
BedroomSize
(PublicHousing
Only)

1BR	259	45.2%	
2BR	237	41.1%	
3BR	71	12.4%	
4BR	6	1%	
5BR	0	0%	
5+BR	0	0%	

Isthewaitinglistclosed(selectone)? ☒ No ☐ Yes

Ifyes:

Howlonghasitbeenenclosed(#ofmonths)?

DoesthePHAexpecttoreopenthelistinthePHAPlanyear? ☐ No ☒ Yes

DoesthePHApermitspecificcategoriesoffamiliesontothewaitinglist,evenif
generallyclosed? ☐ No ☒ YesDisplacementduetorelocation.

HousingNeedsofFamiliesontheWaitingList

Waitinglisttype:(selectone)

☒ Section8tenant -basedassistance

☐ PublicHousing

☐ CombinedSection8andPublicHousing

☐ PublicHousingSite -Basedorsub -jurisdictionalwaitinglist(optional)

Ifused,identifywhichdevelopment/subjurisdiction:

	#offamilies	%oftotalfamilies	AnnualTurnover
Waitinglisttotal	213		35
Extremelylow income<=30%AMI	191	89.7%	
Verylowincome (>30%but<=50% AMI)	16	7.5%	
Lowincome (>50%but<80% AMI)	6	2.8%	
Familieswith children	191	89.7%	
Elderlyfamilies	1	0.5%	
Familieswith Disabilities	0		
Race/ethnicity(1)	1	0.5%	
Race/ethnicity(2)	212	99.5%	
Race/ethnicity	0		
Race/ethnicity	0		
Characteristicsby BedroomSize (PublicHousing Only)			
1BR	142	14.4%	
2BR	368	37.3%	
3BR	306	31.0%	
4BR	171	17.3%	
5BR	0		
5+BR	0		

HousingNeedsofFamiliesontheWaitingList

Isthewaitinglistclosed(selectone)? ☐ No ☒ Yes

Ifyes:

Howlonghasitbeenenclosed(#ofmonths)?8

DoesthePHAexpecttoeopenthelistinthePHAPlanyear? ☒ No ☐ Yes

DoesthePHApermitspecificcategoriesoffamil iesontothewaitinglist,evenif generallyclosed? ☐ No ☒ YesDisplacementduetorelocation.

HousingNeedsofFamiliesontheWaitingList

Waitinglisttype:(selectone)

☒ Section8tenant -basedassistanceWestministerVillage

☐ PublicHousing

☐ CombinedSection8andPublicHousing

☐ PublicHousingSite -Basedorsub -jurisdictionalwaitinglist(optional)

Ifused,identifywhic hdevelopment/subjurisdiction:

	#offamilies	%oftotalfamilies	AnnualTurnover
Waitinglisttotal	16		N/A
Extremelylow income<=30%AMI	15	93.8%	
Verylowincome (>30%but<=50%AMI)	1	6.2%	
Lowincome (>50%but<80%AMI)	0	0%	
Familieswith children	16	100%	
Elderlyfamilies	0		
Familieswith Disabilities	0		
Race/ethnicity(1)	0		
Race/ethnicity(2)	16	100%	
Race/ethnicity	0		
Race/ethnicity	0		
Characteristicsby BedroomSize (PublicHousing Only)			
1BR	0		
2BR	0		

HousingNeedsofFamiliesontheWaitingList			
3BR	0		
4BR	16		
5BR	0		
5+BR	0		
Isthewaitinglistclosed(selectone)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Ifyes: Howlonghasitbeenenclosed(#ofmonths)?21 DoesthePHAexpecttoreopeninthelistinthePHAPlanyear? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes DoesthePHApermitspecificcategoriesoffamiliesontothewaitinglist,evenif generallyclosed? <input type="checkbox"/> No <input checked="" type="checkbox"/> YesDisplacementduetorelocation.			

HousingNeedsofFamiliesontheWaitingList			
Waitinglisttype:(selectone) <input checked="" type="checkbox"/> Section8tenant -basedassistanceHopeVillage <input type="checkbox"/> PublicHousing <input type="checkbox"/> CombinedSection8andPublicHousing <input type="checkbox"/> PublicHousingSite -Basedor sub -jurisdictionalwaitinglist(optional) Ifused,identifywhichdevelopment/subjurisdiction:			
	#offamilies	%oftotalfamilies	AnnualTurnover
Waitinglisttotal	22		N/A
Extremelylow income<=30%AMI	20	90.9%	
Verylowincome (>30%but<=50% AMI)	2	9.1%	
Lowincome (>50%but<80% AMI)			
Familieswith children	18	81.8%	
Elderlyfamilies	0		
Familieswith Disabilities	0		
Race/ethnicity(1)	0		
Race/ethnicity(2)	22	100%	
Race/ethnicity	0		
Race/ethnicity	0		
Characteristicsby BedroomSize			

Housing Need of Families on the Waiting List			
(Public Housing Only)			
1BR	4	18.2%	
2BR	6	27.3	
3BR	12	54.6%	
4BR	0		
5BR	0		
5+BR	0		
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to open the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Displacement due to relocation.			

C.Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- ☒ Employ effective maintenance and management policies to minimize the number of public housing units off -line
- ☒ Reduce turnover time for vacated public housing units
- ☒ Reduce time to renovate public housing units
- ☒ Seek replacement of public housing units lost to the inventory through mixed finance development ☒ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☐ Maintain or increase section 8 lease -uprates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☐ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☐ Maintain or increase section 8 lease -uprates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☐ Maintain or increase section 8 lease -uprates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

C.StrategyforAddressingNeedsSection8

ProvideabriefdescriptionofthePHA'sstrategyforaddressingthehousingneedsoffamiliesinthejurisdictionand onthewaitinglist **INTHEUPCOMINGYEAR** ,andtheAgency'reasonsforchoosingthis strategy.

(1)Strategies

Need:Shortageofaffordablehousingforallegiblepopulations

Strategy1.MaximizethenumberofaffordableunitsavailabletothePHAwithinit's currentresourcesby:

Selectallthatapply

- ☒ Employeffective maintenanceand management policiestominimizethenumberofpublic housingunitsoff-line
- ☒ Reduceturnovertimeforvacatedpublichousingunits
- ☒ Reducetimetorenovatepublichousingunits
- ☒ Seekreplacementofpublichousingunitslosttotheinventorythroughmixedfinance development
- ☒ Seekreplacementofpublichousingunitslosttotheinventorythroughsection8 replacementhousingresources
- ☒ Maintainor increase section8lease -upratesbyestablishingpaymentstandards thatwill enablefamielstorentthroughoutthejurisdiction
- ☒ Undertakemeasurestoensureaccesstoaffordablehousingamongfamiliesassistedbythe PHA,regardless of unitsizerequired
- ☒ Maintainor increase section8lease -upratesby marketingtheprogramtoowners, particularlythoseoutsideofareasofminorityandpovertyconcentration
- ☒ Maintainor increase section8lease -uprates byeffectivelyscreeningSection8applicants toincreaseowneracceptanceofprogram
- ☒ ParticipateintheConsolidatedPlandevelopmentprocesstoensurecoordinationwith broadercommunitystrategies
- ☐ Other(listbelow)

Strategy2:Increasethenumberofaffordablehousingunitsby:

Selectallthatapply

- ☒ Applyforadditionalsection8unitsshouldtheybecomeavailable
- ☒ Leverageaffordablehousingresourcesinthecommunitythroughthecreation of mixed-financehousing
- ☒ PursuehousingresourcesotherthanpublichousingorSection8tenant-based assistance.
- ☒ Other:(listbelow)TheAuthorityintendstouseupto20%oftheSection8vouchersto projectbasethemtoincreasethenumberofaffordablehousingunitsinthecity.

Need:SpecificFamilyTypes:Familiesat or below30%ofmedian

Strategy1:Targetavailableassistancetofamiliesatorbelow30%ofAMI

Selectallthatapply

- ☐ ExceedHUDfederaltargetingrequirementsforfamiliesatorbelow30%ofAMIinpublic housing
- ☐ ExceedHUDfederaltargetingrequirementsforfamiliesatorbelow30%ofAMIin tenant-basedsection8assistance
- ☐ Employadmissionspreferencesaimedatfamilieswithetheconomichardships
- ☒ Adoptrentpoliciestosupportandencouragework
- ☐ Other:(listbelow)

Need:SpecificFamilyTypes:Familiesatorbelow50%ofmedian**Strategy1:Targetavailableassistanceto familiesatorbelow50%ofAMI**

Selectallthatapply

- ☒ Employadmissionspreferencesaimedatfamilieswhoareworking
- ☒ Adoptrentpoliciestosupportandencouragework
- ☐ Other:(listbelow)

Need:SpecificFamilyTypes:TheElderly**Strategy1: Targetavailableassistancetotheelderly:**

Selectallthatapply

- ☐ Seekdesignationofpublichousingfortheelderly
- ☐ Applyforspecial-purposevoucherstargetedtotheelderly,shouldtheybecomeavailable
- ☐ Other:(listbelow)

Need:SpecificFamilyTypes:FamilieswithDisabilities**Strategy1: TargetavailableassistancetoFamilieswithDisabilities:**

Selectall thatapply

- ☐ Seekdesignationofpublichousingforfamilieswithdisabilities
- ☒ Carryoutthemodificationsneededinpublichousingbasedonthesection504Needs AssessmentforPublicHousing
- ☐ Applyforspecial-purposevoucherstargetedtofamilieswithdisabilities,shouldthey becomeavailable
- ☒ Affirmativelymarkettolocalnon-profitagenciesshatassistfamilieswithdisabilities
- ☐ Other:(listbelow)

Need:Specific FamilyTypes:Racesorethnicitieswithdisproportionatehousingneeds**Strategy1:IncreaseawarenessofPHAresourcesamongfamiliesofracesandethnicities withdisproportionateneeds:**

Selectifapplicable

- ☒ Affirmatively market to races/ethnicities shown to have disproportionate housing needs
☐ Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- ☒ Counsel section 8 tenants to location of units outside of areas of poverty or minority concentration and assist them to locate those units
☒ Market the section 8 program to owners outside of areas of poverty/minority concentrations
☐ Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- ☒ Funding constraints
☒ Staffing constraints
☒ Limited availability of sites for assisted housing
☒ Extent to which particular housing needs are met by other organizations in the community
☒ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
☒ Influence of the housing market on PHA programs
☒ Community priorities regarding housing assistance
☒ Results of consultation with local or state government
☒ Results of consultation with residents and the Resident Advisory Board
☒ Results of consultation with advocacy groups
☐ Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.79(b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant-based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2002 grants)		

FinancialResources: PlannedSourcesand Uses		
Sources	Planned\$	PlannedUses
a) PublicHousingOperatingFund	4,500,000	
b) PublicHousingCapitalFund	3,433,184	
c) HOPEVIR revitalizationfor IdaBarbour(Westbury)	24,810,000	
d) HOPEVIDemolition	1,588,700	
e) AnnualContributionsforSection 8Tenant -BasedAssistance	4,132,086	
f) PublicHousingDrugElimination Program(includinganyTechnical Assistancefunds)	0	
g) ResidentOpportunityandSelf - SufficiencyGrants	\$499,718	
h) CommunityDevelopment Block Grant	3,126,000	
i) HOME	1,033,000	
j) HopeVIR revitalizationforJeffry Wilsonestimated	28,000,000	
2.PriorYearFederalGrants (unobligatedfundsonly)(list below)		
3.PublicHousingDwellingRental Income	1,960,000	
4.Otherincome (listbelow)		
4.Non -federalsources (listbelow)		
Totalresources	73,082,688	

3.PHAPoliciesGoverningEligibility,Selection,andAdmissions

[24CFRPart903.79(c)]

A. Public Housing

Exemptions: PHA that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- ☐ When families are within a certain number of being offered a unit: (state number)
- ☐ When families are within a certain time of being offered a unit: (state time)
- ☒ Other: (describe) Verify prior to being placed on the waiting list.

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?

- ☒ Criminal or Drug-related activity
- ☒ Rental history
- ☒ Housekeeping
- ☐ Other (describe)

c. ☐ Yes ☒ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- ☒ Community-wide list
- ☐ Sub-jurisdictional lists
- ☒ Site-based waiting lists
- ☐ Other (describe)

b. Where may interested persons apply for admission to public housing?

- ☐ PHA main administrative office
- ☒ PHA development site management office
- ☒ Other (list below)
Occupancy office and preliminary by telephone.

c. If the PHA plan to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? 1 Westbury 58 rental units.
2. ☒ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously HUD-approved site-based waiting list plan)?
If yes, how many lists? 1
3. ☒ Yes ☐ No: May families be on more than one list simultaneously?
If yes, how many lists? 2
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- ☐ PHA main administrative office
 - ☐ All PHA development management offices
 - ☒ Management offices at developments with site-based waiting lists
 - ☐ At the development to which they would like to apply
 - ☒ Other (list below) Occupancy Office and preliminary by telephone.

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of the list or are removed from the waiting list? (select one)
- ☒ One
 - ☒ Two
 - ☐ Three or More
- b. ☐ Yes ☐ No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:
- ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:
- In what circumstances will transfer take precedence over new admissions? (list below)

- ☒ Emergencies
- ☒ Overhoused
- ☒ Underhoused
- ☒ Medical justification
- ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice: (state circumstances below)
- ☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If "no" is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☒ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☒ Working families and those unable to work because of age or disability
- ☒ Veterans and veterans' families
- ☒ Residents who live and/or work in the jurisdiction
- ☒ Those enrolled currently in educational, training, or upward mobility programs
- ☒ Households that contribute to meeting income goals (broad range of incomes)
- ☒ Households that contribute to meeting income requirements (targeting)
- ☒ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)
Over-crowded conditions and to avoid foster care placement.

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a points system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing

Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

- ☒ 1 Working families and those unable to work because of age or disability
- ☒ 5 Veterans and veterans' families
- ☒ 1 Residents who live and/or work in the jurisdiction
- ☒ 3 Those enrolled currently in educational, training, or upward mobility programs
- ☐ Household that contribute to meeting income goals (broad range of incomes)
- ☐ Household that contribute to meeting income requirements (targeting)
- ☒ 5 Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)
 - 3 Homelessness
 - 4 Foster Care
 - 4 Over-crowded conditions

4. Relationship of preferences to income targeting requirements:

- ☒ The PHA applies preferences within income tiers
- ☐ Not applicable: the pool of applicant families ensure that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☒ The PHA - resident lease
- ☒ The PHA's Admissions and (Continued) Occupancy policy
- ☒ PHA briefing seminars or written materials
- ☐ Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☒ At an annual reexamination and lease renewal
- ☒ Anytime family composition changes
- ☒ At family request for revision
- ☐ Other (list)

(6) Deconcentration and Income Mixing

a. ☒ Yes ☐ No: Did the PHA's analysis of its family (general occupancy) developmentsto determine concentration of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. ☒ Yes ☐ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

☐ Adoption of site based waiting lists
If selected, list targeted developments below:

☒ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

☒ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☒ Yes ☐ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

☒ Additional affirmative marketing
☒ Actions to improve the marketability of certain developments
☐ Adoption or adjustment of ceiling rents for certain developments
☒ Adoption of rent incentives to encourage deconcentration of poverty and income mixing
☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher income families? (select all that apply)

☐ Not applicable: results of analysis did not indicate a need for such efforts
☒ List (any applicable) developments below: All five developments.

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower income families? (select all that apply)

☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:
Occupancy office pre applications by telephone

B. Section 8

Exemptions: PHA that do not administer section 8 are not required to complete sub -component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant -based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- ☒ Criminal or drug -related activity only to the extent required by law or regulation
- ☒ Criminal and drug -related activity, more extensively than required by law or regulation
- ☒ More general screening than criminal and drug -related activity (list factors below)
- Former Landlord reference, Credit checks and Home visits.
- ☐ Other (list below)

b. ☐ Yes ☒ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. ☒ Yes ☐ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC -authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- ☒ Criminal or drug -related activity
- ☒ Other (describe below)
- Name and address of current and former landlords.

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant -based assistance waiting list merged? (select all that apply)

- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project -based certificate program
- ☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant -based assistance? (select all that apply)

- ☐ PHA main administrative office
- ☒ Other (list below)
- Occupancy office pre -applications by telephone

(3) Search Time

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

Is in the Section 8 Administrative Plan

(4) Admissions Preferences

a. Income targeting

- ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent (5) **Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☐ Substandard housing
☒ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☒ Working families and those unable to work because of age or disability
☒ Veterans and veterans' families
☒ Residents who live and/or work in your jurisdiction
☒ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☒ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)

Displaces and special admissions.

3.If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a points system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences

Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
 Victims of domestic violence
 Substandard housing
 Homelessness
 High rent burden

Other preferences (select all that apply)

- ☒ 1 Working families and those unable to work because of age or disability
- ☒ 5 Veterans and veterans' families
- ☒ 1 Residents who live and/or work in your jurisdiction
- ☒ 3 Those enrolled currently in educational, training, or upward mobility programs
- ☐ Household that contributes to meeting income goals (broad range of incomes)
- ☐ Household that contributes to meeting income requirements (targeting)
- ☒ 5 Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☒ Other preference(s) (list below)

3 Homelessness

4 To avoid foster care, and

4 Families living in over-crowded housing

4. Among applicants on the waiting list with the equal preference status, how are applicants selected? (select one)

- ☒ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plan to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- ☐ This preference has previously been reviewed and approved by HUD
- ☒ The PHA request approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
- ☒ Not applicable: the pool of applicant families ensure that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admission to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- ☒ The Section 8 Administrative Plan
- ☒ Briefing sessions and written materials
- ☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 program to the public?

- ☒ Through published notices
- ☒ Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.79(d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- ☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
☒ \$1-\$25
☐ \$26-\$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below :

c. Rents set at less than 30% than adjusted income

1. ☐ Yes ☒ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstance under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

☐ For the earned income of a previously unemployed household member

☐ For increases in earned income

☐ Fixed amount (other than general rent -setting policy)

If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent -setting policy)

If yes, state percentage/s and circumstances below:

☐ For household heads

☐ For other family members

☐ For transportation expenses

☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families

☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- ☐ Yes for all developments (waiting for imputed debt service or vice amount from HUD).
- ☐ Yes but only for some developments
- ☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☐ For all developments
- ☐ For all general occupancy developments (not elderly or disabled or elderly only)
- ☐ For specified general occupancy developments
- ☐ For certain parts of developments; e.g., the high-rise portion
- ☐ For certain size units; e.g., larger bedroom sizes
- ☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☐ Market comparability study
- ☐ Fair market rents (FMR)
- ☐ 95th percentile rents
- ☐ 75 percent of operating costs
- ☐ 100 percent of operating costs for general occupancy (family) developments
- ☐ Operating costs plus debt service
- ☐ The "rental value" of the unit
- ☐ Other (list below)

f. Rent redetermination:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- ☐ Never
- ☐ At family option
- ☐ Anytime the family experiences an income increase
- ☐ Anytime a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold) _____
- ☒ Other (list below)
1. Change in Family Composition,
 2. Reduction in Income,
 3. Income increase following temporary/unstable reduction in income.

- g. ☒ Yes ☐ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market -based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- ☐ The section 8 rent reasonableness study of comparable housing
☐ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☒ Other (list/describe below)
Survey of other PHA in Hampton Roads.

B. Section 8 Tenant -Based Assistance

Exemptions: PHA that do not administer Section 8 tenant -based assistance are not required to complete sub - component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant -based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates) .**

(1) Payment Standards

Describe the voucher payment standards and policies .

- a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below 100% of FMR
☒ 100% of FMR
☒ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

- b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
☐ The PHA has chosen to serve additional families by lowering the payment standard
☐ Reflects market or submarket
☐ Other (list below)

- c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☐ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
☒ Reflects market or submarket
☒ To increase housing options for families
☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☒ Annually
☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard?
(select all that apply)

- ☒ Success rates of assisted families
☒ Rent burden of assisted families
☒ Other (list below)
1. Availability of suitable vacant units below the payment standard.
2. Quality of units selected.
3. Financial feasibility

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
☒ \$1-\$25
☐ \$26-\$50

b. ☒ Yes ☐ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.79(e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- ☒ An organization chart showing the PHA's management structure and organization is attached.
☐ A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1,118	10%
Section 8 Vouchers	1,126	5%
Section 8 Certificates	30	1%
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)	1,118	
Other Federal Programs (list individually)		

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.79(f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8 PHAs are exempt from sub-component 6A.

-Only

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA offices should residents or applicants to public housing contact to initiate the grievance process? (select all that apply) PHA

- ☐ PHA main administrative office
☒ PHA development management offices
☐ Other (list below)

B. Section 8 Tenant -Based Assistance

1. ☒ Yes ☐ No: Has the PHA established informal review procedures for applicants to the Section 8 tenant -based assistance program and informal hearing procedures for families assisted by the Section 8 tenant -based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA offices should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- ☒ PHA main administrative office
☐ Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.79(g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

o

A. Capital Fund Activities

Exemptions from sub -component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☐ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

☒ The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

Annual Statement**Capital Fund Program (CFP) Part I: Summary**

Capital Fund Grant Number VA36P001701001 FFY of Grant Approval: (09//2001
MM/YYYY)

☒ Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGPF Funds	0
2	1406 Operations	0
3	1408 Management Improvements	6,000
4	1410 Administration	250,000
5	1411 Audit	0
6	1415 Liquidated Damages	0
7	1430 Fees and Costs	125,000
8	1440 Site Acquisition	0
9	1450 Site Improvement	1,123,523
10	1460 Dwelling Structures	1,878,661
11	1465.1 Dwelling Equipment - Nonexpendable	0
12	1470 Non-dwelling Structures	0
13	1475 Non-dwelling Equipment	40,000
14	1485 Demolition	0
15	1490 Replacement Reserve	0

16	1492MovingtoWorkDemonstration	0
17	1495.1RelocationCosts	10,000
18	1498ModUsedforDevelopment	0
19	1502Contingency	0
20	AmountofAnnua lGrant(Sumoflines2 -19)	3,433,184
21	Amountoffline20RelatedtoLBPAactivities	1,878,661
22	Amountoffline20RelatedtoSection504Compliance	0
23	Amountoffline20RelatedtoSecurity	0
24	Amountoffline20RelatedtoEnergyConservation Measures	1,018,994

(2)Optional5 -YearActionPlan

Agenciesareencouragedtoincludea5 -YearActionPlancoveringcapitalworkitems.Thisstatementcanbe completedbyusingthe5YearActionPlantableprovidedinthetablelibraryattheendof thePHAPlantemplate **OR** bycompletingandattachingaproperlyupdatedHUD -52834.

a. ☒ Yes ☐ No:Is thePHAprovidinganoptional5 -YearActionPlanfortheCapitalFund?(if no,skiptosub -component7B)

b.Ifyes toquestiona,selectone:

☐ TheCapitalFundProgram5 -YearActionPlanisprovidedasanattachmenttothePHA PlanatAttachment(statename

-or-

☒ TheCapitalFundProgram5 -YearActionPlanisprovidedbelow:(ifselected,copythe CFPoptional5YearActionPlanfromtheTableLibraryandinsertthere

AnnualStatement

CapitalFundProgram(CFP)PartI:Summary

CapitalFundGrantNumberVA36P001701002FFYofGrantApproval: (09//2002
MM/YYYY)

☒ OriginalAnnualStatement

LineNo.	SummarybyDevelopmentAccount	TotalEstimated Cost
1	TotalNon -CGPFunds	0
2	1406Operations	0
3	1408ManagementImprovements	6,000

4	1410Administration	250,000
5	1411Audit	0
6	1415LiquidatedDamages	0
7	1430FeesandCosts	125,000
8	1440SiteAcquisition	0
9	1450SiteImprovement	1,123,523
10	1460DwellingStructures	1,878,661
11	1465.1DwellingEquipment -Nonexpendable	0
12	1470NondwellingStructures	0
13	1475NondwellingEquipment	40,000
14	1485Demolition	0
15	1490ReplacementReserve	0
16	1492Movingto WorkDemonstration	0
17	1495.1RelocationCosts	10,000
18	1498ModUsedforDevelopment	0
19	1502Contingency	0
20	AmountofAnnualGrant(Sumoflines2 -19)	3,433,184
21	Amountoffline20RelatedtoLBPAactivities	1,878,661
22	Amountofl ine20RelatedtoSection504Compliance	0
23	Amountoffline20RelatedtoSecurity	0
24	Amountoffline20RelatedtoEnergyConservation Measures	1,018,994

(2)Optional5 -YearActionPlan

Agenciesareencouragedtoincludea5 -YearAction Plancoveringcapitalworkitems.Thisstatementcanbe completedbyusingthe5YearActionPlantableprovidedinthetablelibraryattheendofthePHAPlantemplate bycompletingandattachingaproperlyupdatedHUD -52834.

OR

a. ☒ Yes ☐ No: IsthePHAprovidinganoptional5 -YearActionPlanfortheCapitalFund?(if no,skiptosub -component7B)

b.If yestoquestiona,selectone:

☐ TheCapitalFundProgram5 -YearActionPlanisprovidedasan attachmenttothePHA PlanatAttachment(statename

-or-

☒ TheCapitalFundProgram5 -YearActionPlanisprovidedbelow:(ifselected,copythe CFPOptional5YearActionPlanfromtheTableLibraryandinsertthere

PHA Plan Table Library

CAPITAL FUND PROGRAM TABLE 2002

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHAName: Portsmouth Redevelopment and Housing Authority		Grant Type and Number Capital Fund Program Grant No: VA36P001501 02 Replacement Housing Factor Grant No:		Federal FY of Grant: 2002	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies Revised Annual Statement (revision no:) Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non - CFP Funds				
2	1406 Operations	0.00			
3	1408 Management Improvements Soft Costs	6,000.00			
	Management Improvements Hard Costs	0.00			
4	1410 Administration	250,000.00			
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	125,000.00			
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	1,123,523.00			
10	1460 Dwelling Structures	1,878,661.00			
11	1465.1 Dwelling Equipment — Nonexpendable	0.00			
12	1470 Non dwelling Structures	0.00			
13	1475 Non dwelling Equipment	40,000.00			
14	1485 Demolition	0.00			
15	1490 Replacement Reserve	0.00			
16	1492 Moving to Work Demonstration	0.00			
17	1495.1 Relocation Costs	10,000.00			
18	1499 Development Activities	0.00			
19	1502 Contingency	0.00			
	Amount of Annual Grant: (sum of lines.....)	3,433,184.00			
	Amount of line XX Related to LBP Activities	1,878,661.00			
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security — Soft Costs				
	Amount of Line XX related to Security — Hard Costs				
	Amount of line XX Related to Energy Conservation	1,018,994.00			
	Collateralization Expenses or Debt Service				

PartII:SupportingPages

PHAAgencyPlan2003Page 48

AnnualStatement/PerformanceandEvaluationReport(2002)**CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)****PartII:SupportingPages**

Development Number Name/HA-Wide Activities	GeneralDescriptionofMajorWork Categories		Dev. AcctNo.	Quantity	TotalEstimatedCost		TotalActualCost		StatusofWork
					Original	Revised	Obligated	Expended	
VA1 -1	LBPA&ComprehensiveMOD		1460		1,818,661.00				
DaleHomes	Improvementswhichinclude:								
PhaseV	a)geo -thermalheatsystems								
Finalphase	b)newwindows&doors								
	c)newkitchens&bathrooms								
	d)additionofutilityrooms								
	e)newfloortile								
	f)wallcoverings&insulation								
	g)installationofclosets								
	h)frontporches								
	i)newplumbing&electric								
	j)smokedetectors								
	LBPTesting		1460	54units	20,000.00				

AnnualStatement/PerformanceandEvaluationReport(2002)**CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)****PartII:SupportingPages**

DevelopmentNumber Name/HA-Wide Activities	AllFundObligated (QuarterEndingDate)			AllFundsExpended (QuarterEndingDate)			ReasonsforRevisedTargetDates
	Original	Revised	Actual	Original	Revised	Actual	
HA-WideMODUsed	September 2004			September2005			
ForDevelopment							
VA1-1DaleHomes	September 2004			September2005			
VA1 -4JeffryWilson	September 2004			September2005			
VA1 -6LincolnPark	September 2004			September2005			

CapitalFundProgramFive -YearActionPlan

PartI:Summary

PHAName Portsmouth RedevelopmentandHousing				<input checked="" type="checkbox"/> Original5 -YearPlan <input type="checkbox"/> RevisionNo:	
Development Number/Name/HA- Wide	Year1	WorkStatementforYear 2 FFYGrant:03 PHAFY:	WorkStatementforYear3 FFYGrant:04 PHAFY:	WorkStatementfor Year4 FFYGrant:05	WorkStatementforYear5 FFYGrant:06 PHAFY:

				PHAFY:	
HAWide		474,000.00	460,000.00	480,000.00	480,000.00
VA1 -1DaleHome				100,000.00	100,000.00
VA1 -2Swanson Homes		500,000.00	2,068,461.00	900,000.00	
VA1 -4Jeffry Wilson		0.00	600,000.00	1,684,723.00	1,100,723.00
VA1 -6Lincoln Park		2,216,723.00	304,723.00	268,461.00	1,752,461.00
VA1 -7 WashingtonPark		242,461.00			
TotalCFPFunds (Est.)		3,433,184.00	3,433,184.00	3,433,184.00	3,433,184.00
TotalReplacement HousingFactor Funds					

CapitalFundProgramFive -YearActionPlan
PartII :SupportingPages —WorkActivities

Activities for Year1 02	ActivitiesforYear: _03_ FFYGrant: PHAFY: DevelopmentNumber EstimatedCost			ActivitiesforYear: _04_ FFYGrant: PHAFY:		
See	HAWideDwellingUnits:			HAWideDwellingUnits:		
Annual						

[illegible]

CapitalFundProgramFive -YearActionPlan

PartII:SupportingPages —WorkActivities

Activities for Year1	ActivitiesforYear:_05__ FFYGrant: PHAFY: DevelopmentNumberEstimatedCost			ActivitiesforYear:_06__ FFYGrant: PHAFY: DevelopmentNumberEstimatedCost		
	See	HAWideDwelling Units:			HAWideDwelling Units:	

Annual						
Statement	Preventative Maintenance		100,000.00	Preventative Maintenance		100,000.00
	Administration		290,000.00	Administration		300,000.00
	FeesandCost		90,000.00	FeesandCost		80,000.00

CapitalFundProgramFive -YearActionPlan
PartII:SupportingPages —WorkActivities

Activities for Year1	ActivitiesforYear:___03___			ActivitiesforYear:___04___		
	Development	Number	EstimatedCost	Development	Number	EstimatedCost
See	VA1 -1DaleHomes			VA1 -1DaleHomes		
Annual	LBPA&Comprehensive MOD		0.00			0.00
Statemen	Improvementswhich					

t	include:					
	a)geo -thermalheat systems					
	b)newwindows&doors					
	c)newkitchens& bathrooms					
	d)additionofutility rooms					
	e)newfloortile					
	f)wallcoverings& insulation					
	g)installationofclosets					
	h)frontporches					
	i)newplumbing& electric					
	j)smokedetectors					

CapitalFundProgramFive -YearActionPlan
PartII:Support ingPages —WorkActivities

Activities for Year1	ActivitiesforYear: __05__ FFYGrant: PHAFY:			ActivitiesforYear: __06__ FFYGrant: PHAFY:		
	Development	Number	EstimatedCost	Development	Number	EstimatedCost
See	VA1 -1Dale Homes			VA1 -1DaleHomes		
Annual Statement	Roadway/Sidewalk Repair		100,000.00	Landscape		100,000.00

[illegible]

CapitalFundProgramFive -YearActionPlan PartII:SupportingPages —WorkActivities

Activities for Year1	ActivitiesforYear: __03__			ActivitiesforYear: _04__		
	FFYGrant:			FFYGrant:		
	PHAFY:			PHAFY:		
	Development	Number	EstimatedCost	Development	Number	EstimatedCost
See	VA1 -2Swanson Homes			VA1 -2Swanson Homes		
Annual	InstallNew Windows		500,000.00	ExteriorBuilding Upgrade		1,200,000.00
Statement						
				Landscape		300,000.00

[illegible]

CapitalFundProgramFive -YearActionPlan

PartII:SupportingPages —WorkActivities

Activities for Year1	ActivitiesforYear:__05__			ActivitiesforYear:__06__		
	FFYGrant: PHAFY:			FFYGrant: PHAFY:		
	DevelopmentNumber		EstimatedCost	DevelopmentNumber		EstimatedCost
See	VA1 -2Swanson Homes			VA1 -2Swanson Homes		
Annual						
Statement	Kitchen/Bathroom Improvements		900,000.00			

[illegible]

CapitalFundProgramFive -YearActionPlan PartII:Supporti ngPages —WorkActivities

Activities for Year1	ActivitiesforYear: __03__			ActivitiesforYear: __04__		
	FFYGrant:			FFYGrant:		
	PHAFY:			PHAFY:		
	DevelopmentNumber	EstimatedCost		DevelopmentNumber	EstimatedCost	
See	VA1 -4Jeffry Wilson			VA1 -4JeffryWilson		
Annual				InstallNewWindows		600,000.00
Statement						

CapitalFundProgramFive -YearActionPlan

PartII:SupportingPages —WorkActivities

Activit iesfor Year1	ActivitiesforYear: __05__			ActivitiesforYear: _06__		
	DevelopmentNumber	EstimatedCost		DevelopmentNumber	EstimatedCost	
See	VA1 -4JeffryWilson			VA1 -4Jeffr yWilson		
Annual	Landscape		500,000.00	ExteriorBuilding Improvements		1,200,723.00
Statem ent	ReplacePipeChases		1,184,723.00			

CapitalFundProgramFive
-YearActionPlan

PartII:SupportingPages
—WorkActivities

Activities for Year1	ActivitiesforYear: __03__ FFYGrant: PHAFY:			ActivitiesforYear: _04__ FFYGrant: PHAFY:		
	DevelopmentNumber	EstimatedCost		DevelopmentNumber	EstimatedCost	
See	VA1 -6Lincoln Park			VA1 -6LincolnPark		
Annual	Kitchen/Bathroom Imrovements		2,216,723.00	InstallN ewWindows		304,723.00
Statement						

CapitalFundProgramFive
-YearActionPlan

PartII:SupportingPages
—WorkActivities

Activities for Year1	ActivitiesforYear: __05__ FFYGrant: PHAFY:			ActivitiesforYear: _06__ FFYGrant: PHAFY:		
	DevelopmentNumber	EstimatedCost		DevelopmentNumber	EstimatedCost	
See	VA1 -6Lincoln Park			VA1 -6LincolnPark		
Annual	AtticInsulation		268,461.00	ExteriorBuilding Improvements		984,723.00
Statement				CentralAirConditioning		1,000,000.00

Capital Fund Program Five -Year Action Plan
Part II: Supporting Pages — Work Activities

Activities for Year 1	Activities for Year: __03__ FFY Grant: PHAFY:			Activities for Year: __04__ FFY Grant: PHAFY:		
	Development	Number	Estimated Cost	Development	Number	Estimated Cost
See	VA1 -7 Washington Park			VA1 -7 Washington Park		
Annual	Demolition of Park		242,461.00			0.00
Statement						

CAPITALFUNDP ROGRAMTABLE2001(RHF)

AnnualStatement/PerformanceandEvaluationReport					
CapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)Part1:Summary					
PHAName: PortsmouthRedevelopmentandHousingAuthority		GrantTypeandNumber CapitalFundP rogramGrantNo: ReplacementHousingFactorGrantNo: VA36R001850101			FederalFYofGrant: 2001
<input checked="" type="checkbox"/> OriginalAnnualStatement <input type="checkbox"/> ReserveforDisasters/Emergencies <input type="checkbox"/> RevisedAnnualStatement(revisionno:) <input checked="" type="checkbox"/> PerformanceandEvaluationReportforPeriodEnding:12/31/01 <input type="checkbox"/> FinalPerformanceandEvaluationReport					
Line No.	SummarybyDevelopmentAccount	TotalEstimatedCost		TotalActualCost	
		Original	Revised	Obligated	Expended
1	Totalnon -CFPFunds				
2	1406Operations	0.00			
3	1408ManagementImprovementsSoftCosts	0.00			
	ManagementImprovementsHardCosts	0.00			
4	1410Administration	0.00			
5	1411Audit	0.00			
6	1415LiquidatedDamage s	0.00			

AnnualStatement/PerformanceandEvaluationReport

CapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)Part1:Summary

PHAName: PortsmouthRedevelopmentandHousingAuthority	GrantTypeandNumber CapitalFundProgramGrantNo: ReplacementHousingFactorGrantNo: VA36R001850101	FederalFYofGrant: 2001
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☐ OriginalAnnualStatement
 ☐ ReserveforDisasters/Emergencies
 ☐ RevisedAnnualStatement(revisionno:)
 ☒ PerformanceandEvaluationReportforPeriodEnding:12/31/01
 ☐ FinalPerformanceandEvaluationReport

Line No.	SummarybyDevelopmentAccount	TotalEstimatedCost		TotalActualCost	
7	1430FeesandCosts	0.00			
8	1440SiteAcquisition	0.00			
9	1450SiteImprovement	0.00			
10	1460DwellingStructures	0.00			
11	1465.1DwellingEquipment —Nonexpendable	0.00			
12	1470Non dwellingStructures	0.00			
13	1475Non dwelling Equipment	0.00			
14	1485Demolition	0.00			
15	1490ReplacementReserve	0.00			
16	1492MovingtoWorkDemonstration	0.00			
17	1495.1RelocationCosts	0.00			
18	1499DevelopmentActivities	126,810.00	126,810.00	126,810.00	0.00
19	1502Contingency	0.00			
	AmountofAnnualGrant:(sumoflines.....)	126,810.00			
	AmountoflineXXRelatedtoLBPActivities				
	AmountoflineXXRelatedtoSection504compliance				
	AmountoflineXXRelatedtoSecurity —SoftCosts				
	AmountofLineXXrelatedtoSecurity --HardCosts				
	AmountoflineXXRelatedtoEnergyConservation				
	CollateralizationExpensesorDebtService				

AnnualStatement/PerformanceandEvaluationReport

CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)

PartII:SupportingPages

PHAName: PortsmouthRedevelopmentandHousingAuthority	GrantTypeandNumber CapitalFundProgramGrantNo: VA36P00150101 ReplacementHousingFactorGrantNo:	FederalFYofGrant: 2001
--	--	----------------------------------

Development Number Name/HA-Wide Activities	GeneralDescriptionofMajorWork Categories	Dev. Acct No.	Quantity	TotalEstimatedCost OriginalRevised	TotalActualCost Obligated Expended	StatusofWork
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Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

PHAName: PortsmouthRedevelopmentandHousingAuthority		GrantTypeandNumber CapitalFundProgramGrantNo: VA36P00150101 ReplacementHousingFactorGrantNo:					FederalFYofGrant: 2001		
Development Number Name/HA- Wide Activities	GeneralDescriptionofMajorWork Categories		Dev. Acct No.	Quantity	TotalEstimatedCost		TotalActualCost		StatusofWork
					OriginalRevised		Obligated	Expended	
HAWide			1408						
Admin									
FeesandCosts									
					0				
HAWide	DevelopmentActivities		1499		126,810.00	126,810.00	126,810.00	0.00	
	WestburyNewConstruction								

CAPITAL FUND PROGRAM TABLE 2001

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Portsmouth Redevelopment and Housing Authority		Grant Type and Number Capital Fund Program Grant No: VA36P001501 01 Replacement Housing Factor Grant No:			Federal FY of Grant: <div style="font-size: 1.2em; font-weight: bold;">2001</div>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: <u>12/31/2001</u> <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non - CFP Funds				
2	1406 Operations	0.00			
3	1408 Management Improvements Soft Costs	6,000.00	0.00	0.00	0.00
	Management Improvements Hard Costs	0.00			
4	1410 Administration	150,000.00	221,500.00	220,000.00	0.00
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	265,000.00	0.00	0.00	0.00
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	1,018,994.00	0.00	0.00	0.00
10	1460 Dwelling Structures	1,973,190.00	3,203,684.00	0.00	0.00
11	1465.1 Dwelling Equipment — Nonexpendable	0.00			
12	1470 Non dwelling Structures	0.00			
13	1475 Non dwelling Equipment	0.00			
14	1485 Demolition	0.00			
15	1490 Replacement Reserve	0.00			
16	1492 Moving to Work Demonstration	0.00			
17	1495.1 Relocation Costs	20,000.00	8,000.00	8,000.00	0.00
18	1499 Development Activities	0.00			
19	1502 Contingency	0.00			
	Amount of Annual Grant: (sum of lines.....)	3,433,184.00	3,433,184.00	220,000.00	0.00
	Amount of line XX Related to LBP Activities	1,973,190.00	3,203,684.00		
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security — Soft Costs				
	Amount of line XX Related to Security — Hard Costs				
	Amount of line XX Related to Energy Conservation				
	Collateralization Expenses or Debt Service				

AnnualStatement/PerformanceandEvaluationReport
CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)
PartII:SupportingPages

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Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	
VA1 -1	LBPA & Comprehensive MOD		1460	66	1,933,190.00	3,203,684.00	0.00	0.00	Bid 5/02
Dale Homes	Improvements which include:								
Phase V	a) geo -thermal heat systems								
	b) new windows & doors								
	c) new kitchens & bathrooms								
	d) addition of utility rooms								
	e) new floor tile								
	f) wall coverings & insulation								
	g) installation of closets								
	h) front porches								
	i) new plumbing & electric								
	j) smoke detectors								
	LBPTesting		1460	54 units	20,000.00	0.00	0.00	0.00	0.00

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	

PartII:SupportingPages

[illegible]

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHAName: Portsmouth Redevelopment and Housing		Grant Type and Number Capital Fund Program No: VA36P001701001 Replacement Housing Factor No:					Federal FY of Grant: 2001
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide MOD Used	September 2003			September 2004			
For Development							
VA1-1 Dale Homes	September 2003			September 2004			
VA1 -4 Jeffry Wilson	September 2003			September 2004			
VA1 -6 Lincoln Park	September 2003			September 2004			

CAPITAL FUND PROGRAM TABLE 2000

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: Portsmouth Redevelopment and Housing Authority		Grant Type and Number Capital Fund Program Grant No: VA36P00170 900 Replacement Housing Factor Grant No:			Federal FY of Grant: 2000
Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) X Performance and Evaluation Report for Period Ending: 12/31/01 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non - CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements Soft Costs	6,000.00	6,000.00	300.00	300.00
	Management Improvements Hard Costs	0.00	0.00	0.00	0.00
4	1410 Administration	170,000.00	320,000.00	315,000.00	0.00
5	1411 Audit	0.00			
6	1415 Liquidated Damages	0.00			
7	1430 Fees and Costs	250,000.00	318,190.20	85,989.20	9,500.00
8	1440 Site Acquisition	0.00			
9	1450 Site Improvement	0.00	64,975.00	29,975.00	0.00
10	1460 Dwelling Structures	2,909,021.00	2,791,557.80	259,537.29	163,856.60
11	1465.1 Dwelling Equipment — Nonexpendable	0.00			
12	1470 Non dwelling Structures	0.00			
13	1475 Non dwelling Equipment	0.00			
14	1485 Demolition	0.00			
15	1490 Replacement Reserve	0.00			
16	1492 Moving to Work Demonstration	0.00			
17	1495.1 Relocation Costs	14,000.00	14,000.00	0.00	3,731.00
18	1499 Development Activities	315,702.00	150,000.00	150,000.00	0.00
19	1502 Contingency	0.00			
	Amount of Annual Grant: (sum of lines.....)	3,664,723.00	3,664,723.00	814,557.49	177,387.60
	Amount of line XX Related to LBP Activities	2,616,477.11	2,616,477.11		
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security — Soft Costs				
	Amount of line XX Related to Security -- Hard Costs				
	Amount of line XX Related to Energy Conservation	240,000.00	240,000.00		
	Collateralization Expenses or Debt Service				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHAName: PortsmouthRedevelopmentandHousingAuthority			GrantTypeandNumber CapitalFundProgramGrantNo: VA36P00170900 Replaceme ntHousingFactorGrantNo:				FederalFYofGrant: 2000		
Development Number Name/HA- Wide Activities	GeneralDescriptionofMajorWork Categories		Dev. Acct No.	Quantity	TotalEstimatedCost		TotalActualCost		StatusofWork
					Original	Revised	Obligated	Expended	
HAWide	StaffTraining		1408		6,000.00	6,000.00	6,000.00	300.00	Planning
Admin									
	SalariesforModCoordand1Admin		1410	5	170,000.00	170,000.00	170,000.00	0.00	Ongoi ng
	AsstplusFringeforallemployees								
FeesandCosts	A&EInHouse:2ConstructionInspectors andModTechSpec.		1410	3	150,000.00	150,000.00	150,000.00	0.00	Ongoing
	A&ELBPADalePhaseV		1430	66units	50,000.00	255,883.00	44,182.00	0.00	InProcess
	A&ELBPADalePhaseIV		1430	54units	0.00	32,307.20	32,307.20	0.00	InProcess
	A&EGasDistributionLines -JeffWils		1430	375units	50,000.00	30,000.00	9,500.00	0.00	PreparingSpec
	GasLeakSurvey& Repair		1450	Allparks	0.00	29,975.00	29,975.00	0.00	InProcess
	PreventativeMaintenance		1460		14,600.00	15,000.00	15,000.00	0.00	Planning
HAWide									
	RelocationExpensesDalePhaseIV		1495	104units	14,000.00	14,000.00	0.00	0.00	PhaseIVtobegin aroundJune2002
	MODUseforDevelopment		1499		315,702.00	150,000.00	150,000.00	0.00	Workinprogress

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	
VA1 -1	LBPA & Comprehensive MOD		1460		2,580,021.00	2,616,477.11	162,711.80	0.00	Plant bid May 2002
Dale Homes	Improvements which include:								
Phase IV	a) geo -thermal heat systems								
	b) new windows & doors								
	c) new kitchens & bathrooms								
	d) addition of utility rooms								
	e) new floor tile								
	f) wall coverings & insulation								
	g) installation of closets								
	h) front porch es								
	i) new plumbing & electric								
	j) smoke detectors								
	LBPTesting IV & V		1460		14,000	14,000.00	1,144.80	0.00	

AnnualStatement/PerformanceandEvaluationReport**CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)****PartII:SupportingPages**

Development Number Name/HA-Wide Activities	GeneralDescriptionofMajorWork Categories		Dev. AcctNo.	Quantity	TotalEstimatedCost		TotalActualCost		StatusofWork
					Original	Revised	Obligated	Expended	

AnnualStatement/PerformanceandEva luationReport**CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)****PartII:SupportingPages**

Development Number Name/HA-Wide Activities	GeneralDescriptionofMajorWork Categories		Dev.Acct No.	Quantity	TotalEstimate dCost		TotalActualCost		Statusof Work
					Original	Revised	Obligated	Expended	
VA1 -4	ReplacegaslinedistributionandHVAC		1460	25	300,000.00	35,000.00	0.00	0.00	Preparing Spec
JeffryWilson	HotWaterHeaters		1460	46	0.00	65,000.00	0.00	0.00	"

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHAName: PortsmouthRedevelopmentandHousing	GrantTypeandNumber CapitalFundProgramNo: VA36P00170900 ReplacementHousingFactorNo:	FederalFYofGrant: 2000
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DevelopmentNumber Name/HA-Wide Activities	AllFundObligated (QuarterEndingDate)			AllFundsExpended (QuarterEndingDate)			ReasonsforRevisedTargetDates
	Original	Revised	Actual	Original	Revised	Actual	
HA-WideMODUsed	September 2002			September2003			
ForDevelopment							
VA1-1DaleHomes	September 2002			September2002			
VA1 -4JeffryWilson	September 2002			September2003			

CAPITALFUNDPROGRAMTABLES1999

AnnualStatement/PerformanceandEvaluationReport CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)Part1:Summary		
PHAName: PortsmouthRedevelopmentandHousingAuthority	GrantTypeandNumber CapitalFundProgramGrantNo: VA36P0017089 9 ReplacementHousingFactorGrantNo:	FederalFYofGrant: <div style="font-size: 1.2em; font-weight: bold;">1999</div>
<input type="checkbox"/> OriginalAnnualStatement <input type="checkbox"/> ReserveforDisasters/Emergencies <input type="checkbox"/> RevisedAnnualStatement(revisionno:) <input checked="" type="checkbox"/> PerformanceandEvaluationReportforPeriodEnding: <u>12/31/2001</u> <input type="checkbox"/> FinalPerformanceandEvaluationReport		

Line No.	SummarybyDevelopmentAccount	TotalEstimatedCost		TotalActualCost	
		Original	Revised	Obligated	Expended
1	Totalnon -CFPFunds				
2	1406Operations	0.00	0.00	0.00	0.00
3	1408ManagementImprovementsSoftCosts	0.00	0.00	0.00	0.00
	ManagementImprovementsHardCosts	0.00	0.00	0.00	0.00
4	1410Administration	210,000.00	238,015.84	238,015.84	202,735.68
5	1411Audit	0.00	0.00	0.00	0.00
6	1415LiquidatedDamages	0.00	0.00	0.00	0.00
7	1430FeesandCosts	368,900.00	292,912.65	292,912.65	282,412.65
8	1440SiteAcquisition	0.00	0.00	0.00	0.00
9	1450SiteImprovement	105,800.00	38,025.20	38,025.20	38,025.20
10	1460DwellingStructures	886,902.00	1,211,772.61	1,211,772.61	1,204,247.40
11	1465.1DwellingEquipment —Nonexpendable	0.00	0.00	0.00	0.00
12	1470NondwellingStructures	0.00	0.00	0.00	0.00
13	1475NondwellingEquipment	0.00	0.00	0.00	0.00
14	1485Demolition	1,102,053.80	902,064.00	902,064.00	902,064.00
15	1490Replacement Reserve	0.00	0.00	0.00	0.00
16	1492MovingtoWorkDemonstration	0.00	0.00	0.00	0.00
17	1495.1RelocationCosts	10,000.00	865.50	865.50	865.50
18	1499DevelopmentActivities	481,046.20	481,046.20	481,046.20	481,046.20
19	1502Contingency	0.00			
	AmountofAnnualGrant:(sumoflines.....)	3,164,702.00	3,164,702.00	3,164,702.00	2,630,350.43
	AmountoflineXXRelatedtoLBPActivities	886,902.00	1,211,772.61		
	AmountoflineXXRelatedtoSection504compliance				
	AmountoflineXXRelatedtoSecurity --SoftCosts				
	AmountofLineXXrelatedtoSecurity --HardCosts				
	AmountoflineXXRelatedtoEnergyConservation				
	CollateralizationExpensesorDebtService				

AnnualStatement/PerformanceandEvaluationReport

CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)

PartII:SupportingPages

PHAName: PortsmouthRedevelopmentandHousingAuthority	GrantTypeandNumber CapitalFundProgramGrantNo: VA36P00170899 ReplacementHousingFactorGrantNo:	FederalFYofGrant: 1999
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Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part II: Supporting Pages**

PHAName: PortsmouthRedevelopmentandHousingAuthority		GrantTypeandNumber CapitalFundProgramGrantNo: VA36P00170899 ReplacementHousingFactorGrantNo:					FederalFYofGrant: 1999		
Development Number Name/HA- Wide Activities	GeneralDescriptionofMajorWork Categories		Dev. Acct No.	Quantity	TotalEstimatedCost		TotalActualCost		StatusofWork
					Original	Revised	Obligated	Expended	
	d)additionofutilityrooms								
	e)newfloortile								
	f)wallcoverings&insulation								
	g)installationofclosets								
	h)frontporches								
	i)newplumbing&electric								
	j)smokedetectors								

PartII:SupportingPages

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Annual Statement/Performance and Evaluation Report
Capital Fund and Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

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AnnualStatement/PerformanceandEvaluation Report

CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)

PartII:SupportingPages

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Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part III: Implementation Schedule**

PHAName: Portsmouth Redevelopment and Housing		Grant Type and Number Capital Fund Program No : VA36P00170899 Replacement Housing Factor No:					Federal FY of Grant: 1999
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide MOD Used for development	March 2001			September 2002			
VA1 -5 Demolition	March 2001			September 2002			
VA1-1 Dale Homes	September 2001			September 2002			
VA1 -2 Swanson Homes	September 2001			September 2002			
VA1 -4 Jeffrey Wilson	September 2001			September 2002			
VA1 -6 Lincoln Park	September 2001			September 2002			

CAPITAL FUND PROG RAM TABLE 1998

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Portsmouth Redevelopment and Housing Authority		Grant Type and Number Capital Fund Program Grant No: VA36P0017079 8 Replacement Housing Factor Grant No:		Federal FY of Grant: 1998	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) xx Performance and Evaluation Report for Period Ending: 12/31/2001 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non - CFP Funds				
2	1406 Operations	0.00	0.00	0.00	0.00
3	1408 Management Improvements Soft Costs	125.00	298.00	298.00	125.00
	Management Improvements Hard Costs	0.00	0.00	0.00	0.00
4	1410 Administration	141,475.00	35,000.00	35,000.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages	0.00	0.00	0.00	0.00
7	1430 Fees and Costs	101,534.00	103,099.00	103,099.00	0.00
8	1440 Site Acquisition	0.00	0.00	0.00	0.00
9	1450 Site Improvement	17,677.00	298,814.90	298,814.90	187,682.95
10	1460 Dwelling Structures	968,365.00	1,492,246.11	1,492,246.11	768,422.95
11	1465.1 Dwelling Equipment — Nonexpendable	0.00	0.00	0.00	0.00
12	1470 Nondwelling Structures	104,243.24	104,243.24	104,243.24	104,243.24
13	1475 Nondwelling Equipment	0.00	0.00	0.00	0.00
14	1485 Demolition	619,385.00	160,516.75	160,516.75	0.00
15	1490 Replacement Reserve	0.00	0.00	0.00	0.00
16	1492 Moving to Work Demonstration	0.00	0.00	0.00	0.00
17	1495.1 Relocation Costs	1,280.50	3,500.00	3,500.00	1,280.50
18	1498 Development Activities	695,633.00	452,000.00	452,000.00	214,586.81
19	1502 Contingency	0.00			
	Amount of Annual Grant: (sum of lines.....)	2,649,718.00	2,649,718.00	2,649,718.00	1,373,376.55
	Amount of line XX Related to LBP Activities	968,365.00	1,462,246.11		
	Amount of line XX Related to Section 504 compliance				
	Amount of line XX Related to Security — Soft Costs				
	Amount of line XX Related to Security -- Hard Costs				
	Amount of line XX Related to Energy Conservation	104,243.00	104,243.00		
	Collateralization Expenses or Debt Service				

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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	
VA1 -1	LBPA & Comprehensive MOD		1460	52 units	880,886.80	1,371,113.00	1,371,113.00	693,203.85	Ongoing
Dale Homes	Improvements which include:								
Phase III	a) geo -thermal heat systems								
	b) new windows & doors								
	c) new kitchens & bathrooms								
	d) addition of utility rooms								
	e) new floor tile								
	f) wall coverings & insulation								
	g) installation of closets								
	h) front porches								
	i) new plumbing & electric								
	j) smoke detectors								
	LBP Phase III		1450	52 units	0.00	187,682.95	187,682.95	187,682.95	complete
	Thermostats/Electrical Meters		1460	123 units	75,219.10	121,123.00	121,123.00	75,219.10	62% compl

AnnualStatement/Performance andEvaluationReport
CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)
PartII:SupportingPages

[illegible]

Annual Statement/Performance and Evaluation Report**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)****Part III: Implementation Schedule**

PHAName: Portsmouth Redevelopment and Housing		Grant Type and Number Capital Fund Program No: VA36P00170798 Replacement Housing Factor No:					Federal FY of Grant: 1998
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide MOD Used For Development	March 2000			March 2002		March 2002	
Staff Training	March 2000			September 2001		September 2001	
VA1-1 Dale Homes Phase III	March 2000			March 2002	September 2002		September 2002 will be the 4 year expenditure deadline.
VA1-2 Swanson Homes	March 2000			September 2001		October 2000	

B.HOPEVI and Public Housing Development and Replacement Activities (Non -Capital Fund)

Applicability of sub -component 7B: All PHAs administering public housing. Identify any approved HOPEVI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- ☒ Yes ☐ No: a) Has the PHA received a HOPEVI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPEVI revitalization grant (complete one set of questions for each grant)

1. Development name: Ida Barbour Revitalization

2. Development (project) number: VA1 -5

3. Status of grant: (select the statement that best describes the current status)

- ☐ Revitalization Plan under development
- ☐ Revitalization Plan submitted, pending approval
- ☐ Revitalization Plan approved
- ☒ Activities pursuant to an approved Revitalization Plan underway

- ☒ Yes ☐ No: c) Does the PHA plan to apply for a HOPEVI revitalization grant in the Plan year?
- If yes, list development name/s below:
- Jeffrey Wilson

- ☒ Yes ☐ No: d) Will the PHA be engaging in any mixed -finance development activities for public housing in the Plan year?
- If yes, list developments or activities below:
- Westbury 58 units

- ☐ Yes ☒ No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
- If yes, list developments or activities below:

8. Demolition and Disposition

[24CFR Part 903.79(h)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If "No", skip to component 9; if "yes", complete one activity description for each development.)

2. Activity Description

- ☒ Yes ☐ No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If "yes", skip to component 9. If "No", complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Ida Barbour 1b. Development (project) number: VA1 -7
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>11/26/01</u> <u>DD/MM/YY</u>
5. Number of units affected: 160 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: VA1 -7/1/02 b. Projected end date of activity: 6/30/03

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24CFR Part 903.79(i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. ☐ Yes ☒ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If "No", skip to component 10. If "yes", complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

- ☐ Yes ☒ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 10. If "No", complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	
Occupancy by only the elderly	<input type="checkbox"/>
Occupancy by families with disabilities	<input type="checkbox"/>
Occupancy by only elderly families and families with disabilities	<input type="checkbox"/>
3. Application status (select one)	
Approved; included in the PHA's Designation Plan	<input type="checkbox"/>
Submitted, pending approval	<input type="checkbox"/>
Planned application	<input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)	
5. If approved, will this designation constitute a (select one)	

<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously -approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant -Based Assistance

[24CFR Part 903.79(j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessment of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. ☐ Yes ☒ No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

- ☐ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. What is the status of the required assessment?	
<input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)	
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)	

4. Status of Conversion Plan (select the statement that best describes the current status)

- ☐ Conversion Plan in development
☐ Conversion Plan submitted to HUD on: (DD/MM/YYYY)
☐ Conversion Plan approved by HUD on: (DD/MM/YYYY)
☐ Activities pursuant to HUD - approved Conversion Plan underway

5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)

- ☐ Units addressed in a pending or approved demolition application (date submitted or approved: _____)
☐ Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: _____)
☐ Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: _____)
☐ Requirements no longer applicable: vacancy rates are less than 10 percent
☐ Requirements no longer applicable: site now has less than 300 units
☐ Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.79(k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. ☒ Yes ☐ No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42

U.S.C.1437z -4).(If“ No”,skiptocomponent11B;if
 “yes”,completeoneactivitydescriptionforeachapplicable
 program/plan,unlesseligibletocompleteastreamlined
 submissiondueto **smallPHA** or **highperformingPHA**
 status.PHAscompletingstreamlinedsubmissionsmay
 skiptocomponent11B.)

2.ActivityDescription

☐Yes ☒No: HasthePHAprovidedallrequiredactivitydescription
 informationforthiscomponentinthe **optional**Public
 HousingAssetManagementTable?(If“yes” ,skipto
 component12.If“No”,completetheActivityDescription
 tablebelow.)

PublicHousingHomeownershipActivityDescription (Completeoneforeachdevelopmentaffected)
1a.Developmentname:Westbury/IdaBarbour
1b.Development(project)number:
2.FederalProgramauthority: <input type="checkbox"/> HOPEI <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> TurnkeyIII <input type="checkbox"/> Section32oftheUSHAof1937(effective10/1/99)
3.Applicationstatus:(selectone) <input checked="" type="checkbox"/> Approved; includedinthePHA’sHomeownershipPlan/Program <input type="checkbox"/> Submitted,pendingapproval <input type="checkbox"/> Plannedapplication
4.DateHomeownershipPlan/Programapproved,submitted,orplannedforsubmission: 04/20/99 (DD/MM/YYYY)
5. Numberof unitsaffected:161
6.Coverageofaction:(selectone) <input checked="" type="checkbox"/> Partofthedevelopment

<input type="checkbox"/> Total development
--

B. Section 8 Tenant Based Assistance

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982? (If "No", skip to component 12; if "yes", describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

- ☒ Yes ☐ No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants? (select one)

- ☒ 25 or fewer participants
☐ 26- 50 participants
☐ 51 to 100 participants
☐ more than 100 participants

b. PHA established eligibility criteria

- ☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?

If yes, list criteria below:

Good Neighbor Policy for Westbury.

12. PHA Community Service and Self-Sufficiency Programs

[24 CFR Part 903.79(l)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

☒ Yes ☐ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? 28/09 /98

2. Other coordination efforts between the PHA and TANF Agency (select all that apply)

- ☒ Client referrals
- ☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
- ☒ Coordinate the provision of specific social and self -sufficiency services and programs to eligible families
- ☐ Jointly administer programs
- ☐ Partner to administer a HUD Welfare -to-Work voucher program
- ☐ Joint administration of other demonstration program
- ☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self -Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self -sufficiency of assisted families in the following areas? (select all that apply)

- ☐ Public housing rent determination policies
- ☒ Public housing admissions policies
- ☒ Section 8 admissions policies
- ☒ Preference in admission to section 8 for certain public housing families
- ☒ Preferences for families working or engaging in training or education programs for non -housing programs operated or coordinated by the PHA
- ☒ Preference/eligibility for public housing homeownership option participation
- ☒ Preference/eligibility for section 8 homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social Self-sufficiency programs

☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If "yes", complete the following table; if "no" skip to sub-component 2, Family Self-Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office/ PHA main office/ other provider name)	Eligibility (public housing or section 8 participants or both)
Section 8 FSSP	66	Sec 8 Participant	PRHA FSSP OFFICE	Section 8
Foundation Stone	46	Sec 8 Wait List	PRHA FSSP OFFICE	Section 8
HOPEVI FSSP	100	HOPEVI Revit.	PRHA FSSP OFFICE	HOPEVI Residents
Public Housing FSSP	25	Public Housing	PRHA FSSP	PH Residents

(2) Family Self-Sufficiency program/s

a. Participation Description

Family Self-Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2001 Estimate)	Actual Number of Participants (As of: DD/MM /YY)
Public Housing	N/A	25
Section 8	66	66

- b. ☒ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plan to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- ☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - ☒ Informing residents of new policy on admission and reexamination
 - ☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
 - ☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
 - ☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
 - ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.79(m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)
- ☒ High incidence of violent and/or drug -related crime in some or all of the PHA's developments
 - ☒ High incidence of violent and/or drug -related crime in the areas surrounding or adjacent to the PHA's developments
 - ☒ Residents fearful for their safety and/or the safety of their children

- ☒ Observed lower -level crime, vandalism and/or graffiti
- ☐ People on waiting list unwilling to move into one or more developments due to perceived and/or actual level of violent and/or drug -related crime
- ☐ Other (describe below)

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☒ Safety and security survey of residents
- ☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☐ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☒ Resident reports
- ☐ PHA employee reports
- ☒ Police reports
- ☒ Demonstrable, quantifiable success with previous or ongoing anticrime/antidrug programs
- ☐ Other (describe below)

3. Which developments are most affected? (list below)

All developments: VA1 -1 Dale Homes; VA1 -2 Swanson Homes; VA1 -4 Jeffrey Wilson Homes; VA1 -5 Ida Barbour; VA1-6 Lincoln and VA1 -7 Washington

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plan to undertake: (select all that apply)

- ☒ Contracting with outside and/or resident organizations for the provision of crime- and/or drug -prevention activities
- ☒ Crime Prevention Through Environmental Design
- ☒ Activities targeted to at -risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☒ Police involvement in development, implementation, and/or ongoing evaluation of drug -elimination plan
- ☒ Police provide crime data to housing authority staff for analysis and action
- ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☒ Police regularly testify in and otherwise support eviction cases
- ☒ Police regularly meet with the PHA management and residents
- ☒ Agreement between PHA and local law enforcement agency for provision of above -baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)

All the developments about equal.

D. Additional information as required by PHDEP/PHDEP Plan

PHA eligible for FY2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- ☒ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- ☒ Yes ☐ No: Has the PHA included the PHDEP Plan for FY2001 in this PHA Plan?
- ☒ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename: _____)

14. RESERVED FOR PET POLICY

[24CFR Part 903.79(n)]

See Attachment D

15. Civil Rights Certifications

[24CFR Part 903.79(o)]

Civil rights certifications are included in the PHA Plan Certification of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24CFR Part 903.79(p)]

- 1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))? (If no, skip to component 17.)
- 2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
- 3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
- 4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?

5. ☐ Yes ☐ No: If yes, how many unresolved findings remain? _____
Have response to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24CFR Part 903.79(q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
- ☐ Not applicable
- ☐ Private management
- ☒ Development-based accounting
- ☒ Comprehensive stock assessment
- ☐ Other: (list below)
3. ☐ Yes ☒ No: Has the PHA included description of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24CFR Part 903.79(r)]

A. Resident Advisory Board Recommendations

1. ☒ Yes ☐ No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- ☐ Attached as Attachment (Filename)
- ☒ Provided below: The PHA received the only comment. Residents wanted the deposit be established at \$500 rather than the proposed amount of \$300.

3. In what manner did the PHA address those comments? (select all that apply)

- ☐ Considered comments, but determined that no changes to the PHA Plan were necessary.
- ☒ The PHA changed portions of the PHA Plan in response to comments
List changes below: The Board of Commissioners recommended a compromise of \$400 for the Pet Deposit.

☐ Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- ☐ Candidates were nominated by resident and assisted family organizations
- ☐ Candidates could be nominated by any adult recipient of PHA assistance
- ☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot
- ☐ Other: (describe)

b. Eligible candidates: (select one)

- ☐ Any recipient of PHA assistance
- ☐ Any head of household receiving PHA assistance
- ☐ Any adult recipient of PHA assistance
- ☐ Any adult member of a resident or assisted family organization
- ☐ Other (list)

c. Eligible voters: (select all that apply)

- ☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- ☐ Representatives of all PHA resident and assisted family organizations
- ☐ Other (list)

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here) City of Portsmouth

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- ☒ The PHA has based its statement of need off families in the jurisdiction on the need expressed in the Consolidated Plan/s.
- ☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- ☒ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- ☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

The Authority assists the City of Portsmouth to prepare the five year and annual Consolidated Plan. It recognizes the need for the Revitalization of Ida Barbour and addresses the blighted conditions in the neighborhoods where the Low-Income Public Housing is sited.

☐ Other: (list below)

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment A Admissions and Occupancy Policy for the Public Housing Program

Attachment B Grievance Procedure

Attachment C Organizational Chart

Attachment D Public Housing Drug Elimination Program Plan

Attachment E Pet Policies

Attachment F Resident Advisory Board

Attachment G Flat Rents

Attachment H Residential Lease

Attachment I Administrative Plan Section 8 Choice Voucher Program

Attachment J Analysis of Impediments to Fair Housing

AttachmentKAccomplishments
AttachmentLMinutestoResidentAdvisoryBoard
AttachmentMMinutestoAgencyPlanPublicHearing
AttachmentNListofOtherPHAPlanDocume nts

VA001a03
AttachmentA:AdmissionsandOccupancyPolicyforthePublic
HousingProgram

ADMISSIONS AND OCCUPANCY POLICY

FOR

THE PUBLIC HOUSING PROGRAM

PORTSMOUTH REDEVELOPMENT AND HOUSING AUTHORITY

**PORTSMOUTH REDEVELOPMENT AND
HOUSING AUTHORITY**

*ADMISSIONSANDCONTINUED
OCCUPANCYPOLICY*

**ADMISSIONSANDCONTINUEDOCCUPANCY
POLICY**

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PORTSMOUTHREDEVELOPMENTANDHOUSING
AUTHORITY

**PUBLICHOUSING’SADMISSIONSANDCONTINUED
OCCUPANCYPOLICY**

This Admissions and Continued Occupancy Policy defines the policies for the operation of the Portsmouth Redevelopment and Housing Authority’sPublicHousingProgram,incorporatingFederal, State and local law. The housing communities gov erned by this

policy are Dale Homes, Swanson Homes, Jeffery Wilson Homes, Lincoln Park and Westbury Phase II Rental Units.

1.0 GENERAL POLICY STATEMENT

The Portsmouth Redevelopment and Housing Authority (Authority) fully complies with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Authority's Program.

Copies of all policies and procedures governing the selection of residents are posted on the bulletin boards where applications are received and are made available to applicants or residents upon request.

2.0 ACCEPTANCE OF APPLICATIONS

All applicants are required to complete an application and consent to the release of all information necessary to verify program eligibility. Applications are accepted on an open enrollment basis or on the particular size and type of units available. The Authority will accept applications, unless otherwise specified in its notice, at its Occupancy Office located at 240 Dale Drive, Portsmouth VA 23704.

Preliminary applications are accepted by telephone at the Authority's Occupancy Office or when required, at another designated site. Subsequent personal application interviews are scheduled with the family for verification of all required information. Persons with disabilities who require a reasonable accommodation in completing an application may call the Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available. The TDD number is 399 -7313. Applications will be mailed to interested

families upon request. The completed application will be date stamped and timestamped upon its receipt at the Authority.

3.0 CONDITIONS GOVERNING ELIGIBILITY FOR ADMISSION

3.1 Eligibility for Admission

The Authority will admit as residents of public housing, applicants who at the time of admission meet all of the following requirements:

Have an annual income that does not exceed the applicable income limits for admission approved by the Department of Housing and Urban Development as posted in all park rental offices and the Authority's Occupancy Office. Families with income exceeding sixty percent (60%) of the Area Median Income will not be eligible for a unit in the Westbury Phase II Rental Units (LIHTC) Community.

Have in the family composition a head of household who is legally responsible and accountable for the family

Head a household where all family members, age 60 or older must have a social security number or certify that he/she has no number;

Head a household that all family members are United States citizens or non-citizens with eligible immigration status;

Must not be indebted to any housing assistance program.

Must satisfy the non-economic selection criteria as delineated in Section 5.2.

Exemption From Eligibility Requirement
Police Officers and Security Personnel not otherwise eligible for occupancy may reside in public housing.

3.2 Verification of Information

- A. All information from each applicant must be verified. Any information relative to the acceptance or rejection of an applicant must be documented and placed in the applicant's file. This may include reports of interviews, letters, or telephone conversations with reliable sources. At a minimum, these reports will include the date, the source of the information, including the name and title of the individual contacted and a synopsis of the information received.
- B. Sources of information may include, but are not limited to interviews, home visits, landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, state or local police departments and the Federal Bureau of Investigations (FBI).
- C. Information to be verified, includes but is not limited to:
 - 1. Family Status
 - 2. Income Eligibility
 - 3. Citizenship/Eligibility Status
 - 4. Social Security Number Documentation
 - 5. Signing of Consent Forms

3.3 Notification of Eligibility

If the Authority determines that an applicant is eligible and satisfies all requirements for admission, the applicant will be notified immediately of such determination and given an approximated date of occupancy insofar as that date can be reasonably determined.

3.4 Notification of Ineligibility

If it is determined that the applicant is ineligible, the applicant will be notified immediately. This notice will:

- A. State the reason for the ineligible determination
- B. Inform the applicant of their entitlement to an informal hearing to discuss the

reason(s) for the determination.

- C. Inform the applicant that they may request in writing, an informal hearing within ten (10) business days from the date on the letter of ineligibility.

3.5 **Informal Hearing**

If an informal hearing is requested, the Authority will promptly schedule the hearing at a date, time and place convenient to the applicant and the Authority. The hearing will be conducted by a person designated by the Authority, who was not involved in the decision under review or a subordinate of that person. The applicant will be given the opportunity to present oral or written objections and has the right to be represented by legal counsel. The Authority will notify the applicant in writing of the final decision within fourteen (14) days after the informal hearing. There is no administrative appeal of the results of this informal hearing.

4.0 **WAITING LIST MANAGEMENT**

4.1 **Opening and Closing the Waiting List**

The opening of the waiting list will be announced by a public notice stating where, when and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The Authority may restrict application intake, suspend application intake, and close waiting list in whole or in part. The Authority may open or close the list by bedroom size as determined by the number of families needed.

As with the opening, the closing of the waiting list will also be announced with a public notice. If the Authority has sufficient applications to fill anticipated vacancies for the next 12 months, the Authority may elect to:

- A. Close the waiting list completely.
- B. Close the list during certain time of the year.
- C. Restrict intake by type of project or by size and type of dwelling unit.
- D. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a local preference and the Authority's ability to house within a reasonable period of time normally considered to be, twelve (12) months.

If the waiting list is closed, during the closed period, the Authority will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

Organization of the Waiting List

The waiting list will be maintained in accordance with the following guidelines:

The application will be a permanent file.

All applications will be maintained in order of bedrooms, size, priority, preference, and time and date order;

Any contact between the Authority and the applicant will be documented in the file.

The applicant will be informed of their responsibility to notify the Authority when their mailing address or telephone number changes.

If the applicant's situation changes regarding the preference claimed at the time of the initial application or since the last updating of the waiting list, it will be the family's responsibility to contact the Authority so that their status may be re-verified. Upon verification of the above -mentioned change, the applicant's position on the waiting

list will be adjusted and they will be informed in writing of their wait list status.

Purging the Waiting List

The Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

Removal of Applicants From the Waiting List

The Authority will remove an applicant's name from the waiting list if:

The applicant requests it in writing,

The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or

The applicant no longer meets the eligibility or suitability for the program.

Missed Appointments

All applicants who fail to keep a scheduled appointment with the Authority will be sent a notice of termination of the process for eligibility. The Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given for good cause. When good cause is verified for missing the appointment, the Authority will work closely with the family to schedule another suitable time.

Notification of Action

If an applicant's name is removed from the waiting list, they will be notified in writing, that they have ten (10) calendar days from the date of the letter to present mitigating circumstances or request an informal hearing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frames specified. The Authority's system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Authority will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation.

5.0 RESIDENT SELECTION AND ASSIGNMENT

5.1 Objectives of Resident Selection Process

It is and shall be the continuing objective of the Portsmouth Redevelopment and Housing Authority to develop standards and criteria for resident selection which take into consideration the needs of individual families for low -income public housing and the statutory purpose in developing and operating socially and financially sound low -income public housing communities which provide a suitable and wholesome living environment and foster economic and social diversity in the resident body as a whole. Policies and procedures adopted by the Authority are designed to:

A. Avoid concentration of the very low or extremely low -income families in any of the Authority's housing communities by income mixing. To achieve income mixing, the Authority will bring higher income families into lower income housing communities and vice versa. To affect this, new admissions or families desiring to transfer will be offered incentives as outlined in Section 5.5;

Admit applicants with habits and practices expected to have no detrimental effect on the residents and housing communities environment and attain within a reasonable period a broad range of

incomes and rent paying abilities reflecting the incomes of low income families in the City of Portsmouth;

Ensure that the targeting requirement to occupy at least forty (40%) of applicant families in a fiscal year whose incomes do not exceed thirty (30%) of the area median income is achieved for the communities of Dale Homes, Swanson Homes, Jeffrey Wilson Homes and Lincoln Park. To admit families in the Westbury Phase II Rental Units (LIHTC), have applicable incomes not in excess of 60% of AMI;

Assure that selection is fair and reasonable;

Be consistent with the Authority's responsibilities as a public body and in compliance with all Federal, State, and local laws, including the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order of 11063 and the Fair Housing Amendments of 1988 and the U.S. Department of Housing and Urban Development regulations; and the provisions of the Annual Contributions Contract;

Not automatically deny admission to a particular group or category of otherwise eligible applicants;

G. Give local preference for admission in accordance with those established by the Authority or outlined in Section 5.4(C).

5.2 Non-Economic Selection Criteria

The Authority endorses the "One Strike and You're Out" Screening and Eviction Guidelines implemented by the President of the United States in March 1996. The policy, adopted by the Authority's Board of Commissioners in August 1996, endorses our commitment to improve the quality, safety and well being of our public housing communities. The established pre-admissions screening criteria delineated below is our mechanism to thoroughly evaluate the background of all public housing applicants.

In determining eligibility and resident selection, the Authority will evaluate information regarding habits or practices of potential

applicant to determine if their recent and past behavior could reasonably be expected to result in noncompliance of the public housing lease. Information to be evaluated includes the following:

History of meeting current and former rental obligations;

History of disturbing neighbors or destruction of property;

History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug -related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or caused damage to the property;

Ability to maintain their housing in a decent, safe and sanitary manner or their housekeeping habits affect the health, safety, or well-being of other tenants or staff or caused damage to the property;

Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;

Have a history of abusing drugs or alcohol in such a way that may interfere with the health, safety or right to peaceful enjoyment by other residents.

B. The Authority will require applicants to provide information demonstrating their ability to comply with the terms of the lease. The Authority will verify the information provided, that may include, but not be limited to;

A rental history check of all adult family members;

A credit check of the head, co-head and spouse;

A criminal background check inclusive of a check of the State's lifetime sex offender registration program will be done on all adult household members, including live-in aides. This check may be made through the Federal, State or local law enforcement agencies.

A home visit will be performed to determine if the applicant family is maintaining their home in a decent, safe and sanitary manner. This inspection will evaluate the family's overall housekeeping practices to include the care and condition of appliances and disposal of trash and debris methods.

For the Westbury Phase II Rental Units, applicants must also satisfy the requirements of the "Good Neighbor Policy".

Use of Criminal Records:

If a criminal record is used to deny admission, the Authority will notify the applicant of the proposed action to be based on the information received. The Authority will provide the applicant and/or subject of the record a copy of the criminal record and offer them an opportunity to dispute the accuracy and relevance of the information. If the applicant does not dispute the information, the proposed action will be taken.

5.3 Grounds for Denial

The Portsmouth Redevelopment and Housing Authority will deny admission to applicants who;

A. Do not satisfy any one or more of the eligibility criteria;

Do not provide the required application information or documentation;

Failed to respond to a written request for information or a request to declare their continued interest in the program;

Have a history of not meeting rental obligations;

Exhibit the inability to maintain their unit in a decent, safe and sanitary manner where such habits could adversely affect the health, safety or welfare of other residents ;

Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug -related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or caused damage to the property;

Have a history of disturbing neighbors or destruction of property;

Currently indebted to any housing authority in connection with the their public housing or Section 8 programs;

Have committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;

Evicted from assisted housing within three years of the projected date of admission because of drug -related criminal activity involving the personal use or possession for personal use;

Evicted from assisted housing within five years of the projected date of admission because of drug -related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802);

Illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Authority may waive this requirement if:

The person demonstrates to the Authority's satisfaction that the person is no longer engaging in drug -related criminal activity or abuse of alcohol;

The person has successfully completed a supervised drug or alcohol rehabilitation program;

The person has otherwise been rehabilitated successfully; or

The person is participating in a supervised drug or alcohol rehabilitation program.

Have engaged in three or more acts of abusive or violent behavior towards any Authority employee or resident;

Have a household member who has been evicted from public housing within five years of the date of application;

Have a family household member who has been terminated from the housing choice voucher program;

Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

Denied for Life: Any family member that has a lifetime registration under a State sex offender registration program.

An applicant can be determined ineligible for housing based solely upon any of the above listed criteria, if unfavorable. Individual circumstances and the time, nature and extent of the applicant's conduct (including the seriousness of the offense), and applicant's ability to show that their past history or behavior has changed to the satisfaction of the Authority may be considered. The Authority will utilize the following timeframes for admission to housing.

Unsatisfactory Rental and Landlord References to permanent	Three years
Unsatisfactory Home Visit to permanent	Three years
Unsatisfactory Credit Report to permanent	Three years
Misdemeanor Offenses	Three years
Felony (nonviolent)	Five years
Felony (Violent/Drug/Alcohol) to permanent	Eight years

5.4 Priority and Preferences in Resident Selection

A. For Community Properties of Dale Homes, Swanson Homes, Jeffry Wilson Homes and Lincoln Park

All standards established by the Authority relate to attaining, to the maximum extent feasible, a resident body in each housing park that is composed of families with a broad range of income. In addition, concentration of the most economically deprived families with severe social problems will be avoided. Applicants whose habits and practices may be reasonably expected to have a detrimental effect on the residents or the community's environment will not be admitted.

The Authority will give preference in selection to applicants who qualify for a local preference by point total as specified in this section, based upon unit size and type, and date and time of application.

If the Authority has satisfied the forty percent (40%) requirement of admissions for families with annual adjusted incomes not exceeding thirty percent (30%) of the area median income, then to achieve income targeting, lower income families may have to be skipped to offer assistance to higher income families.

Families having one or more persons who meet the definition of handicapped as defined in Section 15 shall be given preference for handicapped apartment suitable to their needs.

B. For the Westbury Phase II Rental Units (LIHTC)

In accordance with Section 525 of the Public Housing Reform Act, effective October 1, 1999, that amends the section 6 of 1937 allowing Public Housing Authorities to establish site-based waiting list, and in compliance with Section 42 of the Income Revenue Code of 1986, and applicable civil rights laws, the Authority will admit applicants to Westbury Phase II Rental Units as stated below:

WestburyPhaseIIRentalUnitapplicantswillbeadmittedin accordancewithLowIncomeHousingTaxCredit(LIHTC) regulations.WestburyPhaseIIRentalUnitsiscompr isedofan aggregateof58one,twoandthreebedroomunits.Fortypercent (40%)ofapplicantswillbeadmittedhavingannualincomesat60% ofAMIORlessandsixtypercent(60%)ofapplicantswillbeadmitted havingannualincomesat50%ofAMIORless .

TheAuthoritywillgivefirstpriorityforadmissiontoapplicantswho wereformerresidentsofIdaBarbourParkwithapplicableincomes, whoareworkingorparticipatinginaself -sufficiencyprogramorwho areelderlyordisabled.Incometiersforad missionarelistedin Section5.5B(1).Preferencewillthenbegiveninaccordancewith localpreferencesbypointvalue,basedonunitsizeandtype,anddate andtimeofapplication.

C.Preferences :

1. LocalPreferences

Preferencesestabli shedbytheAuthorityandsupportedbythe communityforuseintheselectionofapplicants.Atthetimeof applicationandsubjecttoappropriateverification,eachapplicant claimingalocalpreferencewillbegivenpointsdeterminedas follows:

LoalPreferences	Points
Resident(livingorworking)	10
WorkingFamilies (Ifheadofspouse,orsolememberis62orolder orreceivingsocialsecurity,disabilityorSSIorany paymentsbasedonanindividual'sinabilitytowork, theyareconsideredaworkingfamily.)	10
Graduatesofeducationaland/ortrainingprograms	8

that are designed to prepare individuals for the job market.

Active participants in educational and/or training programs that are designed to prepare individuals for job market	5
Homelessness	5
To avoid foster care placement or to reunite families	4
Families living in overcrowded housing	4
Veterans	3

Verification Required:

Certification is needed for all above. These certifications may be obtained from educational/job training institutions, social service agencies, agencies servicing the homeless, Veterans Administration and landlords/owners. Certification from the landlord/owner must be notarized.

NOTE

Preference may not be given to an applicant if any member of the family is a person who was evicted during the past three years because of drug -related criminal activity from any housing assisted program.

2. Non-Preference

A family is considered non -preference if they claim no preference as outlined above.

3. Residency Preference

It is the Authority's policy to give priority for occupancy of low - income public housing to those families residing in the City of Portsmouth at the time of application. Applicants who are working or

who have been notified that they are hired to work in Portsmouth will be treated as residents of the City. In this regard, preference will not be based on the length of time the applicant has lived or worked in the Authority's jurisdiction and will be consistent with the objectives of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 and will not impede the Authority's attainment of its goals related to housing families with a broad range of low and very low incomes.

5.5 Assignment of Dwelling Units

The plan for selection of applicants and the assignment of dwelling units will assure equal opportunity and non-discrimination on the grounds of race, color, religion, sex, handicap, familial status and national origin.

5.6 Community Properties of Dale Homes, Swanson Homes, Jeffry Wilson Homes, Lincoln Park

The Authority shall closely monitor the statutory requirement to admit 40% of extremely low -income families annually and to mix incomes within our housing communities as determined by each development's demographics. Our admission records will be reviewed quarterly to ensure that income targeting and mixing are achieved. We will determine through consistent review, the number of families to be admitted monthly to achieve our 40% admission of extremely low -income families. If it is determined that we are on schedule for admission of extremely low income families, then the next available unit will be offered to the next higher income family on the waiting list as determined by demographics of the housing community with the vacant unit. The procedure will be reversed if it is determined that the housing community needs a lower income family.

If our review indicates that all of the housing communities listed above are within 85% to 115% of the Established Income Range (EIR), no specific deconcentration activities are required. Should it be determined from the annual review of four housing communities

demographicsthatEIR'sareaboveorbelowtheacceptable rangein anyhousingpark,thendeconcentrationactivitieswillbeinstituted.

Ifadmissionsofextremelylow -incomefamieliestotheAuthority's Section8HousingChoiceVoucherProgramduringafiscalyear exceedthe75%minimumtargetingrequirement, suchexcessshallbe creditedagainsttheAuthority'sbasic

targetingrequirementforthesamefiscalyear.Iftherearenotenough extremely low-incomefamiliesonthewaitinglist,wewillconductoutreachon anon -discriminatorybasistoattract extremelylow -incomefamieliesto reachthestatutoryrequirement.

DeconcentrationPolicy

ItisthePortsmouthRedevelopmentandHousingAuthority'spolicy toprovidefordeconcentrationofpovertyandencourageincome mixingbybringinghigherincomefam iliesintolowerincome developmentsandlowerincomefamiliesintohigherincome developments.Toachievethis,wewillskipfamiliesonthewaiting listtoreachotherfamilieswithalowerorhigherincome.Thiswill becarriedoutinauniformandno n-discriminatingmanner.

TheAuthoritywillaffirmativelymarketourhousingtoalleligible incomefamilies.Lowerincomefamilieswillnotbesteeredtoward lowerincomecommunitiesandhigherincomefamilieswillnotbe steeredtowardhigherincomeco mmunities.

Priortothebeginningofeachfiscalyear,wewillanalyzetheincome levelsoffamiliesresidingineachofourcommunitiesandtheincome levelsofthefamiliesonthewaitinglist.Basedonthisanalysis,we willdeterminethelevelofmar ketingstrategiesanddeconcentration incentivestoimplement.

DeconcentrationIncentives

To encourage higher income families to lease in or transfer to lower income communities and vice versa, the Authority may offer the following incentives to encourage an applicant or resident families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives such as those listed below, may be used, but will always be provided in a consistent and non-discriminatory manner.

Incentives:

Applicants offered housing or residents being transferred will only be offered one of the following incentives, if applicable:

At admission only, security deposits, not to exceed \$100.00

At admission only, first month's rent free

Offer a moving allowance, based on unit size, not to exceed \$300.00

The maximum excess utility charge for electricity and gas will not exceed \$50.00

Allow one bedroom size larger than the family's household composition requires

Offer of a Unit

Upon receipt of a vacant unit, the Authority will contact the first family on the waiting list who has the highest priority for this size and type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given three (3) business days from the date of the letter to contact the Authority regarding the offer. The family will have two (2) business days to accept or reject the unit. This offer and the family's decision must be documented in the applicant file. If the family rejects the

offer of the unit, the Authority will send the family a letter documenting the offer and the rejection.

Rejection of Unit

If the Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause included reasons related to health, proximity to work, school and child care (for those working or going to school).

5. Acceptance of Unit

If the family accepts the unit, they will be required to pay a security deposit and pro-rated rental amount. The security deposit will be equal to the greater of one month's rent or fifty dollars (\$500.00). In exceptional situations, the Authority reserves the right to allow a new resident to pay their security deposit in two (2) payments. One half shall be paid in advance, when the written assignment is made and the second half shall be paid with the first second rent payment. This shall be at the sole discretion of the Authority. In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. For families on a flat rent, if the security deposit for the unit they transferred to is greater than that for the unit they transferred out of, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

The family will be billed for any other charges assessed for the reconditioning of the unit they transferred out of.

The family will be required to execute a lease effective the day the unit is ready for occupancy. A copy of the lease will be given to the head of the household and the Authority will retain the original lease in the resident's file. All adult members of the household will be required to attend a Lease Orientation Conference with the housing manager. This lease conference will detail the Authority's policies and procedures in detail. A certification form will be signed by the housing manager and the head of the household and placed in the resident's file.

5.7 Community of Westbury Phase II Rental Units (LIHTC)

Westbury Phase II Rental Unit applicants will be admitted in accordance with LIHTC regulations. Westbury is comprised of ten (10) one bedrooms, thirty-six (36) two bedrooms, and twelve (12) three bedroom units. Forty percent (40%) or 23 units will be offered to applicants having annual incomes at sixty percent (60%) of AMI or less and 35 units will be offered to applicants having annual incomes at fifty percent (50%) of AMI or less.

1. Income Tiers

First (1st) priority to applicants with incomes between 50% – 60% of AMI (maximum of 23 units),

Second (2nd) priority to applicants with incomes between 40% – 50% of AMI,

Third (3rd) priority to applicants with incomes between 30% – 40% of AMI, and

Fourth (4th) priority to applicants with incomes between 20% – 30% of AMI

Fifth (5th) priority to applicants with incomes at 19% or less of AMI

Offer of a Unit

Upon receipt of a vacant unit, the Authority will contact the first family on the Westbury Phase II Rental Unit waiting list with the highest priority for the size and type of unit, within the income range required by LIHTC, who are employed or participating in a self-sufficiency program, or who are elderly or disabled. The offer will be made to the family with the highest local preference point value, by bedroom size and type needed and the date and time of the application.

The Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given three (3) business days from the date of the letter to contact the Authority regarding the offer. The family will have two (2) business days to accept or reject the unit. This offer and the family's decision must be documented in the applicant file. If the family rejects the unit offer, the Authority will send the family a letter documenting the offer and the rejection.

Rejection of Unit

If the family rejects the unit offered with good cause, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school).

If the Authority skipped over other families on the waiting list in order to meet their income requirements, and the family rejects the unit, the family will not lose their place on the waiting list.

Acceptance of Unit

If the family accepts the unit, they will be required to pay a security deposit and a pro-rated rent for the first month of occupancy. The security deposit will be equal to the greater of one month's rent or fifty dollars (\$50.00). In exceptional situations, at the sole discretion of the Authority, the Authority reserves the right to allow a new resident to pay their security deposit in two (2) payments. One half

shall be paid in advance, when the unit is assigned to the family and the second half shall be paid with their second rent payment. In the case of a move within the Westbury Phase II Rental Units, the family will have to pay the appropriate security deposit for the new unit.

The family will be required to execute a lease effective the day the unit is ready for occupancy (placed in service date). A copy of the lease will be given to the head of the household and the Authority will retain the original lease in the resident's file. All adult members of the household will be required to attend a Lease Orientation Conference with the housing manager. This lease conference will detail the Authority's policies and procedures in detail. A certification form will be signed by the housing manager and the head of the household and placed in the resident's file.

5.8 **Transfer of Residents**

If the Authority determines that the size of the unit is no longer appropriate to the Resident's needs, and if the Authority has a unit of appropriate size available to the Resident, then the Resident will be offered a unit of appropriate size. The transfer list will be maintained in date of order of family composition change.

If the Authority needs to address income mixing in Dale Homes, Swanson Homes, Jeffry Wilson Homes or Lincoln Park, a family with low income will be offered housing in a higher income community or vice versa.

If the unit is designed for a handicapped person and is occupied by a non-handicapped family, then a non-handicapped family agrees to transfer to an appropriate size unit when the handicapped unit is needed for a handicapped family.

The resident family agrees to transfer to the appropriate size or type unit upon advance notification and at no cost to the Authority. The family shall be given fifteen (15) days advance notification of the requirement to transfer. The family agrees to complete the transfer to the new unit within three (3) days after being notified that it is ready for occupancy. If the family fails to move to the new unit after notice to transfer has been provided, eviction procedures will begin. The

Authority reserves the right to make inter -or intra -park transfers to conform to occupancy standards or to vacate the leased premises for extensive modernization.

6.0 **DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

At admission or annual certification, residents will be given the choice of rental payment amounts. Residents residing in Dale Homes, Swanson Homes, Jeffery Wilson Homes and Lincoln Park may choose rental payments based on either income -based rent method, or flat rent. Income based rents will be reviewed annually and flat rents will be reviewed every three years.

Income-Based

Rent contribution is the highest of:
30% of monthly adjusted income
10% of monthly income
Welfare rent, if applicable

Flat Rents

Rents established by the Authority reflecting reasonable rental market values for comparable unassisted units.

One Bedroom	\$300.00
Two Bedrooms	\$350.00
Three Bedrooms	\$425.00
Four Bedrooms	\$475.00
Five Bedrooms	\$550.00

Minimum Rent

The minimum rent established by the Authority is \$25.00. Minimum rents are only for families with income that cannot support gross or flat rents. Minimum rents will be waived for any family with a financial hardship. Financial hardships will be granted immediately for a period of 90 days. Financial hardships are defined as follows:

Families awaiting an eligibility determination to receive federal, state or local assistance

Situations in which the family income decreases due to changed circumstances such as loss of employment, death, or other family member leaving the home whose income was the primary source. If a family was paying a flat rent and their income decreased due to financial hardship, they may elect to pay an income based rent because the higher flat rent is no longer affordable.

Two Year Phase -in of Rent Contribution Increase

Effective October 1, 1999, the public housing 18 month earned income disallowance was eliminated and replaced by the 12 month earned income disregard savings account.

Disallowance of earned income from rent determinations for a family member who:

Experienced an increase due to employment and who was previously unemployed for one or more years, or

Experienced an increase in income due to the participation in any family self-sufficiency or other job training program, or

Who is or was an assisted family under TANF and whose income increased.

Rent increase will be phased in over a two -year period as follows:

No increase for the first 12 months beginning on the date of such employment

After initial 12 -month disallowance, the rent will not be increased by more than 50% of the amount to the total rent increase normally applicable in the absence of this provision.

Eligible families can choose to accept the income disallowance or have the Authority deposit rental increases into escrow savings accounts.

Assets

If a family has net assets exceeding \$5,000, then a portion shall be included as eligibility income for admission. The portion to be included shall be the greater of:

Actual income earned on the assets; or

Current passbook rate (as provided by HUD)

Retroactive Rent

As specified in the Lease Agreement, a resident may be charged retroactive rent in those instances involving documented misrepresentation or fraud affecting the family's rent contribution. Such retroactive rent may be collected from the date the misrepresentation or fraud is determined back to the time period, which shall not exceed six (6) months. The Authority will consider a three (3) month repayment agreement. Repayment agreements for excessive amounts may be extended if approved by the Deputy Director of Housing Management.

Excess Utility Charges

(Dale Homes, Swanson Homes, Jeffrey Wilson Homes and Lincoln Park)

The Authority will impose excess utility charges against residents in the above referenced communities. Excess utility charges will be

applied when a resident's electrical ,gas and/or water consumption exceeds the allotted amount based on apartment size and other factors affecting usage. Schedules of excess utility consumption charges along with schedules of miscellaneous damage or maintenance charges will be posted in all housing park rental offices and the Authority's Occupancy Office.

Utilities for Westbury Phase II Rental Units

Residents in the Westbury Phase II Rental Units will be responsible for payment of all their utilities directly to the utility companies. Westbury Phase II Rental Units residents will be given a utility allowance as determined by the Authority based on the size of their unit. The utility allowance schedule will be posted in the Authority's Occupancy Office and the Westbury housing office.

7.0 OCCUPANCY STANDARDS

To avoid under -and over housing, rental units will be leased in accordance with the occupancy standards set forth below. Where it is found that the size of the dwelling is no longer suitable for the family in accordance with the standards, the family will be required to move as soon as a unit of appropriate size and type becomes available.

Bedroom Assignment Schedule

The number of bedrooms assigned a family, based on its size, shall be in accordance with the following schedule, unless otherwise provided for under this Section.

Number of Bedrooms	Number of Persons	Minimum	Maximum
1	1	3	
2	2	5	
3	3	7	
4	4	9	
5	5		

7.2 Standards At Admission

Standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. In determining bedroom size, the Authority will include the presence of children to be born to a pregnant woman; children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster care.

The following considerations may be taken in determining bedroom size:

A. A child will not occupy the same bedroom as the parent unless the parent makes such a request.

Children of the opposite sex will be given separate bedrooms unless the parent makes a request for them to share a bedroom.

Persons with medical needs may be provided a separate bedroom to accommodate special equipment.

Persons of different generations, unrelated adults or live-in aides may be provided a separate bedroom.

7.3 Exception to occupancy standards:

A family may request a smaller unit size than the standard allows. The Authority will allow the smaller size units so long as generally no more than two (2) people per room are assigned. In such situations, the family will sign a certification stating they understand that they will be ineligible for a larger size unit unless their family composition changes.

A family may request a larger unit size than the standard allows. The Authority will allow the larger size if the family provides a verified medical need that the family be housed in a larger unit or if the Authority needs to address marketing of a community suffering a high vacancy rate or income mixing.

If there are no families on the waiting list for a larger size unit, smaller families may be housed if they sign a statement that they will transfer (at their expense) to the appropriate size unit when an eligible family needs the larger size.

No person may be added to the family with the exception of marriage, births, guardianship or custody, without the permission of the Authority.

8.0 LEASING OF DWELLING UNITS

The Authority and each resident family prior to occupancy in the public housing program will execute a residential lease agreement. The resident will provide the security deposit required by this lease prior to occupancy. The lease will contain all provisions required by the United States Housing Act of 1937, as amended. The Annual Contributions Contract between the Authority and the United States of America, as amended and applicable statutes and ordinance of the Commonwealth of Virginia and the City of Portsmouth. The head of the household, spouse, and all adult member where applicable, shall be required to meet the eligibility criteria set forth in preceding sections of this policy and shall be required to execute the dwelling unit lease prior to admission. A duplicate executed copy of the lease shall be given to the resident and the original thereof shall be retained in the resident's record file at the Authority.

If during the term of the lease, it becomes necessary to change the resident's rent or change the size and/or type of unit leased to the resident, appropriate riders of endorsement shall be made upon the existing lease or a new lease will be executed. Changes in rent should be acknowledged by the resident or spouse and the appropriate Authority housing manager as evidenced by signatures of representatives of both the resident and the Authority on the lease rider or the new lease.

Resident's Guest and Visitors

Resident agrees not to use or permit the use of the unit for any purposes other than as a private dwelling solely for the Resident and household members. For any other use of the unit, the Resident must receive prior written approval from the Authority. The Authority will grant reasonable accommodations of up to fourteen (14) days for the Resident's guests or visitors. Any household guest or visitor in excess of fourteen (14) days will be permitted ONLY UPON THE ADVANCE WRITTEN CONSENT OF THE AUTHORITY.

9.0 RECERTIFICATION OF RENT AND ELIGIBILITY

Annual Re -examinations

1. The income and family composition status of each family will be examined at least once each year in accordance with the established re -examination schedule and every three years for flat rents.
2. The first re -examination for newly admitted residents shall not be extended to more than 12 months from date of admission.
3. Each resident family shall be notified in writing of revisions in rent or unit size required as the result of changed circumstances revealed by the re -examination.
4. Resident families in occupancy whose income level have exceeded current admission income limit shall be notified and encouraged to seek housing on the private market. If the over -income

tenant can establish to the satisfaction of the Authority that special circumstances exist which prevent the tenant, after reasonable effort and due diligence, from locating other suitable housing then the Authority may allow the tenant to remain in low-rent housing for as long as the special circumstances exist and other suitable and affordable housing is not available

Special Re-examinations

If it is not possible at the time of admission or regular re-examination of a tenant family to determine an annual family income with any reasonable degree of accuracy, a temporary determination of income and rent is to be made and a special re-examination scheduled in 30, 60, or 90 days depending upon the family's circumstances. The tenant is to be notified in writing of the date of the special re-examination.

Interim Redeterminations

1. Residents are not required to report interim increases in family income between annual re-examination. As an exception, interim increases in family income must be reported following a period of temporary termination of income or a temporary/unstable reduction in income. Such changes must be reported within ten (10) days of the occurrence. Decreases in family income may be reported between annual re-examination and an adjustment will be made. Decreases must also be reported within ten (10) days of the occurrence.

Residents will be notified in writing of any resultant rent adjustment and such notice will state the effective date of such adjustment. In case of a rent decrease, the adjustment will become effective on the first day of the month following the change in circumstances, provided the tenant has made a timely report of such change.

Family rent WILL NOT be reduced if TANF benefits were reduced for fraud, failure to participate in economic self-sufficiency programs, or failure to comply with work activity requirements.

Family rent will be reduced if reduction in welfare benefits results from the expiration of their lifetime limits, or the family has complied with the requirements but is unable to find employment.

If the Authority determines that the tenant has misrepresented the facts upon which rent is based or in cases in which increased income is due or earned for a preceding period of time, and retroactive increase in rent will be for a period not to exceed six months. If it is determined that the resident will fully and intentionally misrepresent the facts upon which rent is based, then the resident may be subject to prosecution and lease termination.

Residents residing in a HOPE VI housing community must contribute eight hours per month in community service or participate in a self-sufficiency program. All persons who are 62 years of age or older, blind, disabled, employed or engaged in a work program as part of the state's welfare reform efforts, or anyone in a family receiving assistance in a state that has a welfare to work program and is in compliance with the program requirements is exempt. The Authority will determine what constitutes "work".

Thirty days (30) days prior to the renewal of the lease, the Authority will determine if the resident has complied with the work requirement. Renewal of the lease may be denied if the resident has not complied with the work requirement.

10.0 **INSPECTIONS**

Move-In

Prior to occupancy by the Resident, the Authority shall inspect the premises and furnish the Resident with a written statement of the condition of the premises inclusive of the equipment provided with the unit. The Resident is given 48 hours after move-in to complete an acceptance sheet and return it to the housing manager. This acceptance sheet will detail the acceptable or unacceptable condition of the apartment. A follow-up inspection will be made 30 days after the resident has occupied the unit to ascertain any problems regarding the unit.

Annual Inspections

The Authority will perform an annual inspection of each dwelling unit at least twice a year to ensure that the property is being maintained in a decent, safe and sanitary manner. One inspection will primarily address the Management's housing standards and the other will focus on housekeeping standards. Work orders will be submitted and completed to correct any deficiencies observed during these two inspections. If it is determined that the family has a housekeeping problem, the family will be referred to the housekeeping training program and given an opportunity to immediately correct the situation. If the family's housekeeping is not significantly improved, their lease will be terminated. The resident will be given a written notice at least two days in advance of this inspection.

Preventative Maintenance Inspections

This inspection will be conducted concurrently with the annual inspection and is intended to ensure that the dwelling unit is maintained in good repair. The items to be checked include, but are not limited to weatherization, smoke detectors, water heaters, HVAC units, thermostats and furnace filters. Furnace filters will be changed and leak detections made. As with the annual/housekeeping inspection, the resident will be given a written notice at least two days in advance of the inspection.

Emergency Inspections

The unit will be entered by an authorized Management representative without notice if it is reasonably believed that an emergency exists. The management representative will leave a written notice for the resident that indicates the date and time the unit was entered and the reason for such entry.

Pre-Move-out Inspection

When a Family gives notice that they intend to move, the Management will offer to schedule a pre-move inspection. This

inspection allows the Management to help Resident identify any problems, which, if left uncorrected, could lead to damage charges.

Move-Out Inspections

This move-out inspection will be conducted after the Resident vacates the unit to assess the condition and determine responsibility for any needed repairs. When possible, the Resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

11.0 PET POLICY

As required by The Quality Housing and Work Responsibility Act (QHWRA) of 1998, the Authority adopted its Pet Policy on July 1, 2001. A copy of the Authority's detailed Pet Policies and Procedures is provided to each new resident and available for review in each housing community rental office. The following is a brief outline of the Authority's policies and procedures governing the possession of a common household pet in our housing communities:

One four-legged, warm-blooded animal is allowed per housing unit upon the written request of a responsible adult member of the household who can provide such management.

The pet shall not exceed 25 pounds in weight and 18 inches in height.

The pet must be neutered or spayed and written verification of this from a licensed veterinarian must be provided.

The resident must pay a \$400 pet deposit in one (1) lump sum prior to the pet being brought onto the premises. Fifty dollars (\$50.00) of the pet deposit shall be non-refundable to cover increased maintenance costs and upkeep of the premises associated with pet ownership.

There will be a \$50.00 pet deposit for residents who own and keep pets in the rodent (hamster, guinea pig, rabbit, ferret or gerbil) family. This deposit is payable in one installment.

The pet must have its own area within the dwelling unit, which is maintained in a manner that is clean, sanitary and odor-free. Pets must be on a leash at all times when in the common areas of the housing community.

Residents who have demonstrated poor housekeeping habits will not be allowed to own a pet until such time that their housekeeping practices meet and remain at the standard expected of residents.

The pet must be kept inside of the dwelling unit, no pets will be boarded anywhere on the exterior premises.

Visitors will not be allowed to bring pets on the premises and residents will not be allowed to temporarily house pets belonging to other people in or outside of the premises.

12.0 **TERMINATION OF LEASE**

The Authority or the resident may cancel the lease at any time during the term thereof pursuant to the provisions contained within the lease agreement in accordance with the giving of the written notice prescribed therein.

Resident Obligations :

To make payments due under the lease agreement.

To fulfill household obligations to assure that no resident, member of the resident household or guest engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or any drug-related criminal activity on or off the premises.

To assure that no other person under the resident's control engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or any drug-related criminal activity on the premises.

To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

Grounds for Termination of Tenancy

A. Failure to make payments due under the terms of the lease agreement.

Failure to fulfill household obligations as described above.

Other good cause including, but not limited to:

a. Criminal activity or alcohol abuse.

b. Discovery after admission of facts that made the resident ineligible.

c. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income.

d. Failure to accept the Authority's offer of a lease revision to an existing lease with appropriate written notice of the offer at least 60 calendar days before the lease revision is to be effective.

Evicting Drug Criminals

a. The Authority will immediately terminate the tenancy if it is determined that any member of the household has ever been convicted of drug -related criminal activity for manufacture

or production of methamphetamine on the premises of federally assisted housing.

b. The Authority will immediately terminate the tenancy if it is determined that the resident, resident family member or resident guest engaged in drug -related criminal activity on or off the premises and any other person under the resident's control engaged in such activity on the premises. The Authority will evict a resident family member when it determines that a household member is illegally using a drug or when the Authority determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

Evicting Other Criminals

a. Any activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and management staff or threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination.

b. If the resident or household member is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

Use of Criminal Record

If a criminal record is used to deny tenancy, the Authority will notify the resident of the proposed action to be based on the information received. The Authority will provide the resident and/or household member a copy of the criminal record and offer them an opportunity to dispute the accuracy and relevance of the information. If the resident is unable to prove that the information is inaccurate or if the resident does not dispute the information, the proposed action will be taken.

12.4 **Notice to Post Office**

When the Authority evicts a resident or a member of the resident's household from the unit for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving the unit that the resident and/or resident's household member is no longer residing in the unit so that the post office will terminate delivery of mail for such person(s) and that such person(s) shall not return to the Premise for pickup of mail.

13.0 **EVICCTIONS**

No resident shall be given notice to vacate without being told by the Authority in a private conference or other appropriate manner, the reason for the eviction, and given an opportunity to make such reply or explanation as they may wish. A written record of every eviction shall be maintained by the Authority and shall contain the following information:

Name of resident and identification of unit occupied;

Date of notice to vacate;

Specific reason(s) for notice to vacate. For example, if a resident is being evicted because of undesirable actions, the record should detail

the actions, which resulted in the determination, that evictions should be instituted;

Date and method of notifying the residents, with summary of any conferences with resident, including names of conference participants;

Resident is entitled to discuss and resolve any grievance with management through the Grievance Procedure except for lease terminations related to or involving 1) any criminal activity which threatens the health, safety, or right of peaceful enjoyment of the premises by other residents or employees of the Authority or 2) any drug-related criminal activity on or near such premises.

14.0 RESIDENT ORIENTATION AND TRAINING

In a further effort to promote decent, safe, and sanitary housing; to ensure the proper care, maintenance, and preservation of the leased premises and its amenities; all prospective or new residents will be required to attend Resident Orientation/Training sessions. Additionally, current residents who, in the opinion of management, have displayed a need for further information and training concerning property care and maintenance will also be required to attend the Resident Orientation/Training sessions.

Attendance at sessions will also be required following any major modernization/physical improvements to the premises when it is determined by management that such information and training is essential to the proper care and preservation of the improvements in an effort to protect financial investments.

15.0 DEFINITIONS OF LEASING AND OCCUPANCY TERMS

The purpose of this section is to define specifically the terms most commonly used in connection with eligibility requirements for admission and continued occupancy, dwelling rental changes, income, deductions, exemptions, preference, and selection of eligible applicants for admission.

A. Adjusted Income

The "adjusted income" refers to the family's annual income less the following:

\$480 for each dependent

\$400 for an elderly family

Disability Expense

Reasonable expenses that are anticipated during the period which annual income is computed for a family member (other than the head of household or spouse) who is disabled and has disability assistance expenses in excess of three percent of the annual income. This allowance may not exceed the employment income received by family members 18 years or older as a result of the assistance to the person with disabilities. Expenses can neither be paid to a member of the family nor reimbursed by an outside source.

For any family that is not an elderly family or disabled family but has a member (other than the head of household or spouse) who is a person with a disability, disability assistance expense in excess of three percent of annual income, but this allowance may not exceed the employment income received by the family members who are 18 years of age or older as a result of the assistance to the person with disabilities.

FOR ANY ELDERLY FAMILY OR DISABLED FAMILY :

that has no disability assistance expenses, an allowance for medical expenses equal to the amounts by which the medical expense exceeds three percent of annual income;

that has disability assistance expenses greater than or equal to three percent of annual income, an allowance for disability assistance expenses computed in accordance for disability A3 of this section, plus an allowance for medical expenses that equal to the family's medical expenses;

that has disability assistance expenses that are less than three percent of annual income, an allowance for combined disability assistance and medical expenses that is equal to the amount by which the sum of these expenses exceed three percent of annual income;

Child Care Expenses – amounts anticipated to be paid by the family for the care of children under age 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amounts shall reflect reasonable charges for child care. In the case of child care to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Earned income of family member.

B. Annual Income

1. The "annual income" includes the income from all sources of (1) the head of the household and spouse and (2) each additional family member residing in the household who is at least 18 years of age, anticipated to be received during the 12-month period following admission or redetermination of family income, including the income of full-time students (other than the head or spouse) but exclusive of income which is temporary, nonrecurring or sporadic. The annual income shall include that portion of the income of the head of the household or spouse temporarily absent which, in the determination of the Authority, is available to meet the family's needs. In determining annual income, due regard is to be given to the current and prospective rate of income and actual income received in the 12 months immediately preceding the date computation is made. In the case of applicants or residents whose incidence of continued employment is based on seasonal changes including, but not limited to, those applicants or residents employed in various construction fields, the annual income shall be determined by utilizing as verification the Wage and TAX Statement (W-2 Form) of the previous year. In this instance, proper documentation shall be included in the resident's file.

2. The annual income is to include, but is not limited to, the following:

- a. The full amount before any payroll deductions, of wages and salaries, including compensation for overtime and other compensations for personalized services (such as commissions, fees, tips, and bonuses).
- b. Net income from the operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business).
- c. Interest, dividends and net income of any kind from real or personal property.
- d. The full amount of periodic amounts received from Social Security annuities and insurance policies, retirement income, pensions, periodic benefits from disability or death or other similar types of periodic receipt.
- e. Payment in lieu of earnings such as unemployment and disability compensation, Social Security benefits, Workmen's Compensation and Dismissal wages.

Welfare Assistance Payments

Periodic and determinable allowances such as regular contributions or gifts, including amounts received from any person not residing in the dwelling; i.e. alimony.

- h. All regular pay, special payments allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the armed forces who is the head of the household, whether or not he is living in the dwelling, or by any other member of the Armed Forces who is living in the dwelling.

i. Paymentstotheheadofthehouseholdforsupportof aminor orpaymentsnominallytoaminorforhissupportbutcontrolledfor hisbenefitbytheheadofthehouseholdoraresidentfamilymember otherthantheheadwhoisresponsibleforhissupport.

3. Thedefinitionoftheannualincome,particularly asitrelatesto thenumberofmonthsorweeksofemploymenttobeutilizedin determiningsuchincome,maybemodifiedincertaininstancesand certaintypesofemploymenttorelectamoreaccuratepictureofthe annualincome.OnlytheDirectorofAdmi nistrationand Managementmaymakesuchmodification.

C. AnnualIncomeExclusions

Annualincomedoesnotincludethefollowing:

1. Incomefromemploymentofchildren(includingfoster children)undertheageof18years;

Paymentreceivedforthecare offosterchildrenorfosteradults (usuallypersonwithdisabilities,unrelatedtothetenantfamily,who areunabletolivealone);

Lumpsumadditiontothefamilyassets,suchas,butnotnecessarily limitedto,inheritances,insurancepayments,deferr edSSIandsocial securitypaymentsincludingpaymentsunderhealthandaccident insuranceandWorkmen'sCompensation,capitalgains,and settlementforpersonalandpropertylosses.

Paymentsreceivedbythefamilythatarespeciallyfor;orin reimbursementofthecostofmedicalexpensesforanyfamily member;

Incomeofalive -in-aide;

Thefullamountofstudentfinancialassistancepaiddirectlytothe studentortotheeducationalinstitution;

ThespecialpayofafamilymemberservingintheArmed Forceswho isexposedtohostilefire;

Amount received:

Under training programs funded by HUD;

By a person with a disability that is disregarded for a limited time for purposes of SSI eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

By a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;

Under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Authority or owner, on a part-time basis, that

enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or

Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff. Amount excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

Temporary, non-recurring or sporadic income (including gifts).

Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

Adoption assistance payment in excess of \$480 per adopted child;

The earning and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period.

Comparable Federal, State or local law means a program providing employment training and supportive services that:

- Is authorized by a Federal, State or local law;
- Is funded by the Federal, State or local government;
- Is operated or administered by a public agency; and
- Has as its objective to assist participants in acquiring employment skills.

Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end. This was eliminated on September 30, 1999 by the 12 month earned income disregard that became effective October 1, 1999.

Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment -training program or subsequent job.

Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance program that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Earned income as a temporary census taker. Term of employment is not to exceed 180 days.

D. Assets

The term "assets" refers to the reasonable value or the interest therein, of all property, real or personal, with the exception of (1) household furnishings, (2) insurance, and (3) tools in occupation, owned by any family member approved for occupancy in the dwelling unit. The following shall be considered as assets:

1. All accounts on deposit in banks, savings and loans, and similar institutions (the name or names of each institution shall be given with the value of such accounts);
2. Approximate value of property (real estate);
3. Stocks and bonds (to be listed by company, number of shares, and number of values);
4. Present cash value of insurance policies;
5. Savings certificates.

If the family has net family assets that exceed \$5,000, a determination must be made as to how much of the assets will be counted as income. The amount that is counted as income will be the higher of

the actual income derived from the assets or the current passbook rate provided by HUD.

Contract Rent

The term "contract rent" is defined as the rent charged a resident for the use of the dwelling accommodation, and equipments such as ranges and refrigerators, but not including furniture, services, and utilities determined in accordance with the Authority's schedule of allowances for utilities supplied by the parks. Contract rent does not include charges for utility consumption in excess of the Authority's schedule of allowances for utility consumption, or other miscellaneous charges.

Covered Person

A resident, any member of the resident's household, a guest or another person under the resident's control.

Dependent

The term "dependent" refers to a person other than the head or spouse who is under 18 years of age (including foster children), or 18 years of age or older and disabled, handicapped or a full-time student.

H. Disabled Persons

A "disabled person" is one who is under a disability as defined under Section 223 of the Social Security Act or in Section 102(5) of the Developmental Disability Services and Facilities Construction Amendment of 1970 or is handicapped as defined in this Occupancy Policy. Section 223 of the Social Security Act defines disability as the:

1. Inability to engage in any substantial gainful activity by reason of any medically determinable, physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or,

2. Inability of a blind individual (as defined in Section 416, I.1, of this title, and who has attained the age of 55) to engage in the gainful activity in which he had been engaged for a substantial period of time.

Section 102(5) of the Developmental Disability Services and Facilities

Construction Amendment of 1970 defines disability as: A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatments similar to that required of the mentally retarded individuals, which disability originates before the individual attains age 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individuals.

I. Displaced Family

A displaced family refers to a person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise formally recognized, pursuant to Federal Disaster Relief laws.

J. Drug

A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

K. Drug-related Criminal Activity

The illegal manufacture, sale, distribution, use of a drug or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Elderly Families and Elderly Persons

1. The term "elderly families" refers to families whose head or spouse or whose sole member is at least 62 years of age, or disabled or handicapped as defined in Section C above, and may include two

or more elderly, disabled or handicapped persons living together or one or more such persons living with another person essential to their care or well-being.

The term "elderly person" refers to a person who is at least sixty-two (62) years of age.

M. Extremely Low Income Family

The term "extremely low income family" means a family whose annual income does not exceed 30% of the median income for the area, with appropriate adjustments for smaller or larger families as determined by the Secretary for the Department of Housing and Urban Development.

N. Family

1. The term "family" refers to
 - a. two or more persons who will share residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage, or operation of law, or who have evidenced a stable family relationship;
 - b. a single person, 18 years or older;
 - c. a single person who has attained the age of 62;
 - d. a single person of any age who is handicapped or under a developmental disability, as defined in Section 223 of the Social Security Act;
 - e. the remaining member of a resident family;

a displaced person

Other persons may also be considered as part of a family, including members of the family who are temporarily absent, who will live

regularly as part of the family and whose income and resources are available for use and for meeting the living expenses of the family.

A single individual who is displaced from a Federally -assisted community development, redevelopment, or conservation project shall be given priority for admission providing all pertinent eligibility criteria are met.

Live-in Aide

O. Flat Rent

Flat rent is a fixed rent amount that the resident may choose to pay that is established by the Authority reflecting the rental value of a unit and may exceed the actual operating costs of the unit.

Full-Time Student

A "full time student" is a person who is attending school on vocational training on a full -time basis.

Q. Guest

A person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

R. Handicapped Person

A person having a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment.

S. Head of Household

The "head of household" is that member of the group who is legally responsible and accountable for the family.

Homeless

Homeless is defined as an individual or family who:

Lacks a fixed, regular and adequate nighttime residence; and also

Has a privacy nighttime residence that is:

a supervised publicly or privately operated shelter designed to provide temporary living accommodations

an institution that provides temporary residence for individuals intended to be institutionalized or,

a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings

U. Household

The family and Authority -approved live in aide.

V. Interim Redetermination

An "interim redetermination" is a review of changes between regular re-examination of:

1. The family annual income.
2. The family composition.

The family circumstances, as specified in Section VI.

Live In Aide

A person necessarily residing with a family by reason of employment or for the health or welfare of a sick or incapacitated member of the family may not be considered as a member of the family for the

purpose of determining net family income for establishing rent if the person's income is not made available to the family for support. However, the necessity for such an arrangement must be evidenced by a doctor's certificate or must be deemed essential, and so certified, by the Department of Social Services or other responsible sources or agencies. Under no circumstances may such an arrangement be continued longer than necessary. This provision is applicable for admission and is not restricted to elderly families. A family cannot claim payment to a live-in family member acting as a caretendant.

X. Lower-Income Family

The term "lower-income family" means a family whose annual income does not exceed 80% of the median annual family income for the area, with the appropriate adjustments for smaller and larger families as determined by the Secretary for the Department of Housing and Urban Development.

Y. Minimum Rent

The minimum rent established by the Authority is \$25.00. Minimum rents are only for families with income that cannot support gross or flat rents. Minimum rents will be waived for any family with a financial hardship. Financial hardships will be granted immediately for a period of 90 days. Financial hardships are defined as follows:

Families awaiting eligibility determination to receive federal, state or local assistance

Situations in which the family income decreases due to changed circumstances such as loss of employment, death, or other family member leaving the home whose income was the primary source.

If a family was paying a flat rent and their income decreased due to financial hardship, they may elect to pay an income-based rent because the higher flat rent is no longer affordable.

Z. Other Person Under the Resident's Control

The person, although not staying as a guest in the unit, is or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for a legitimate commercial purpose is not under the resident's control.

AA. Over-Crowded

Residing in a home with more than two persons per bedroom.

BB. Over-Income Family

An "over-income family" is a family whose annual income exceeds 80% of the median income family income for the area, with the appropriate adjustment for smaller or larger families as determined by the Secretary for the Department of Housing and Urban Development.

CC. Premises

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

DD. Recertification

Are -examination/recertification is the annual of the eligibility status of each resident family, conducted in accordance with the policies set forth in Section VI.

EE. Required Payment

The term "required payment" refers to all payments owed to the Authority on the first of each month. These include rent, damages, repairs, excess utility charges, and others.

FF. Resident

A "Resident" refers to a person who resides, is employed or expects to be employed in the City of Portsmouth.

GG. Responsible Member of the Family

That member of the family group who is either the head of the household or his spouse, or some other person in the family group, as designated by the Portsmouth Redevelopment and Housing Authority, shall be deemed "a responsible member of the family."

HH. Serviceman

A "serviceman" refers to a person, man or woman, in the active military service of the United States.

II. Spouse

The term "spouse" refers to the husband or wife of the head of the household.

JJ. Utilities

The term "utilities" refers to the water, electricity, gas, refrigeration and cooking fuels, trash collection and sewage services, not included in an additional supply of utilities for special equipment when authorized by the Authority including, but not limited to, air conditioners, washers, dryers, freezers, and telephone services.

KK. Very Low -Income Family

A "very low -income family" means a family whose annual income does not exceed 50% of the median annual family income for the area, with the appropriate adjustments for smaller and larger families as determined by the Secretary for the Department of Housing and Urban Development.

LL. Veteran

A "veteran" is a man or woman who has served in active military service of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard and, since July 29, 1945, the Commissioned Corps of the U.S. Public Health Service) and who has been discharged or released therefrom under conditions other than dishonorable.

MM. Violent Criminal Activity

Any criminal activity that has as one of its elements the use, attempted use or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

VA001b02

AttachmentB

PORTSMOUTHREDEVELOPMENTANDHOUSING
AUTHORITY

GRIEVANCEPROCEDURE

I. APPLICABILITY.

This Grievance Procedure shall be applicable to all individual grievances as defined below.

II. DEFINITIONS.

The following definitions are applicable to this Grievance Procedure:

- A. "Individual Grievance" shall mean any dispute which a Tenant may have with respect to the Authority's action or failure to act in accordance with the individual Tenant's lease or Authority regulations which adversely affect the individual Tenant's rights, duties, welfare or status, **Except** that an "Individual Grievance" shall not include, and this Grievance Procedure is not available for, lease terminations or other matters involving or related to (1) any criminal activity which threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Authority, (2) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their residences by persons

residing in the immediate vicinity of the premises, (3) any drug -related criminal activity on or near the premises, (4) illegal use or pattern of illegal use of a drug causing interference with the health, safety, or right to peaceful enjoyment of the premises by other tenants, (5) a fugitive felon or parole violator, or (6) abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants. "Individual Grievance" shall hereinafter be referred to as "Grievance".

- B. "Hearing Officer" shall mean the person selected in accordance with this Grievance Procedure to hear a Grievance and render a decision with respect thereto.
- C. "Notice" to the Tenant shall be made if an employee of the Authority certifies in writing that he/she placed said written Notice, addressed to the Tenant at the Tenant's address as stated in the Tenant's lease with the Authority, with sufficient postage, in the mails of the U. S. Postal Service on a certain date and time. Said Notice shall be effective as of the time of placing same in the mails of the said U.S. Postal Service.
- D. "Tenant" shall mean the adult person (or persons) (other than a live-in aide):
 - 1. Who resides in the unit, and who executed a lease with the Authority as lessee of the said dwelling unit of one of the Authority's five public housing parks: Ida Barbour Park, Jeffry Wilson Homes, Lincoln Park, Swanson Homes and Dale Homes, or, if no such person now resides in the unit;
 - 2. The remaining head of household of the Tenant family residing in the dwelling unit.

- E. Imputed welfare income refers to the amount of annual income not actually received by the family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

III. INFORMAL SETTLEMENT.

A Grievance shall be personally presented, either orally or in writing, to the management office of the park in which the Tenant resides within seven (7) calendar days following the occurrence which precipitated the Grievance so that the Grievance may be discussed informally and settled without a Hearing. A written summary of such discussion shall be prepared by the Authority immediately at the conclusion of the discussion and one copy shall be given to the Tenant and one, signed by the Tenant showing the Tenant's receipt of a copy, shall be retained in the Authority's Tenant file. The summary shall specify the names of the participants, date(s) of meeting(s), the nature of the Grievance and the disposition of the Grievance as proposed by the Authority, and the specific reasons therefore, and shall specify the procedures by which a Hearing may be obtained if the Tenant is not satisfied.

IV. PROCEDURE TO OBTAIN A HEARING.

- A. Request for a Hearing. The Tenant shall submit a written request for a Hearing to the park management office within seven (7) calendar days after receipt of the
- B. summary of discussion pursuant to paragraph III above. The written request shall specify:
- C.
1. The reasons for the Grievance; and
 2. The action or relief sought.

The date on which said request was received in the park management office shall be stamped on the request.

D. Selection of Hearing Officer . A Grievance Hearing shall be conducted by the Authority. The appointment of a Hearing Officer shall be as follows:

1. The Executive Director of the Authority, or his designee, shall appoint, in writing, a Hearing Officer within ten (10) calendar days of the receipt in the park management office of the written request for a Grievance Hearing. The Hearing Officer shall be an employee of the Authority.
2. The Authority shall consult the tenant organizations before Authority appointment of each Hearing Officer (or panel member). Any comments or recommendations submitted by the tenant organizations shall be considered by the Authority before the appointment.
3. The Hearing Officer shall, within three (3) business days of his/her appointment, establish and notify the Tenant in writing of the date, time and place of the Hearing. Said Hearing date shall be no sooner than ten (10) calendar days nor later than fourteen (14) calendar days following the appointment of the Hearing Officer. Said time frame for the Grievance Hearing may be extended by the Hearing Officer at his/her sole discretion.
4. The requirements of subparagraphs D and E below must be satisfied, as determined by the Hearing Officer in his/her sole reasonable discretion, before the scheduled date of the Grievance Hearing. If said requirements are not so satisfied, the Grievance Hearing shall be canceled by the Hearing Officer and the Tenant shall forfeit any further right to a Grievance Hearing, thereby resulting in the same consequences as set forth herein below in subparagraph C due to the Tenant's failure to request a Grievance Hearing.

Notice of the cancellation of the Hearing and the resulting consequences shall be given to the Tenant by the Hearing Office immediately.

- C. Failure to Request a Hearing. If the Tenant does not request a Grievance Hearing in accordance with paragraph IVA, then the Authority's disposition of the Grievance under paragraph III above shall become final: **Provided**, that failure to request a Hearing shall not constitute a waiver by the Tenant of his right thereafter to contest the Authority's action in disposing of the Grievance in an appropriate judicial proceeding.
- D. Hearing Prerequisite. All Grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in paragraph III above as a condition precedent to a Hearing under this section.
- E. Escrow Deposit. Before a Hearing is held regarding any Grievance involving the amount of rent, which may include, without limitation, the monthly rental, excess utility charges, repair charges, late fees and security deposit, which the Authority claims is due, the Tenant shall pay to the Authority an amount equal to the amount of the rent and other charges due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall then deposit the amount of current rent and other charges due and thereafter deposit monthly, by the first of each month, the amount of the monthly rent and other charges due in an escrow account held by the Authority until the Grievance is resolved by decision of the Hearing Officer. The failure to make such payments and deposits shall result in a termination of the Grievance Procedure: **Provided**, that failure to make such payments and deposits shall not constitute a waiver of any right the Tenant may have to contest the Authority's disposition of the Grievance in any appropriate judicial proceeding.

- F. Escrow Deposit Exemptions . The escrow deposit shall be waived where the Tenant has been exempt from minimum rent payment due to financial hardship, or, based on the effect of "welfare benefits reduction" in calculation of family income. A reduction of welfare benefits, in whole or in part, results when: (1) the welfare agency has determined that a family member has committed fraud in connection with the welfare program, or, (2) because a family member has been sanctioned by the welfare agency for failure to participate in a welfare agency required economic self-sufficiency program. Unless the Authority waives the escrow requirement, the Tenant's failure to make the escrow deposit will terminate the Grievance Procedure. The Tenant's failure to make the escrow deposit does not waive his/her right to contest in an appropriate judicial proceeding the Authority's disposition of the Grievance.

If the Tenant requests a Grievance Hearing to review the Authority's denial of or limitation placed on the Tenant's claim to a financial exemption, then Tenant shall not be required to pay an escrow deposit to obtain a Grievance Hearing on such issue(s).

The Tenant shall not be required to pay an escrow deposit for the portion of tenant rent attributable to "imputed welfare income" if the Tenant requests a Grievance Hearing to dispute the Authority's calculation of imputed welfare income. Refer to Definitions under paragraph II.

V. PROCEDURES GOVERNING THE HEARING.

- A. The Grievance Hearing shall be held before the Hearing Officer at the time and place stated in the Notice to the Tenant.
- B. The Tenant shall be afforded a fair Hearing, which shall include:

1. The opportunity to examine before the Grievance Hearing any Authority documents, including records and regulations, that are relevant to the hearing. The Tenant shall be allowed to copy any such document at the Tenant's expense. If the Authority does not make the document available for examination upon request by the Tenant, the Authority may not rely on such document at the Grievance Hearing.
2. The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;
3. The right to a private Hearing unless the Tenant requests a public hearing;
4. The right to present evidence and arguments in support of the Tenant's Grievance, to controvert evidence relied on by the Authority, and to confront and cross-examine all witnesses upon whose testimony or information the Authority relies; and
5. A written decision based solely and exclusively upon the facts presented at the hearing.

E. The Hearing Officer may render a decision without proceeding with the Hearing if the Hearing Officer determines that the issue has been previously decided in a prior grievance proceeding held pursuant to the Authority's Grievance Procedure.

F. If the Tenant or the Authority fails to appear at a scheduled Hearing, the Hearing Officer may make a determination to postpone the Hearing for not to exceed five (5) business days or may make a determination that the absent party has waived his right to a Hearing. Both the Tenant and the Authority shall be given Notice

immediately of the determination by the Hearing Officer; **Provided**, that a determination that the Tenant has waived his right to a Hearing shall not constitute a waiver of any right the Tenant may have to contest the Authority's disposition of the Grievance in an appropriate judicial proceeding.

- G. At the Hearing, the Tenant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the Grievance is directed.
- H. The Hearing shall be conducted informally by the Hearing Officer and oral documentary evidence pertinent to the facts and issues raised by the Tenant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require the Authority, the Tenant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.
- I. The Tenant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the Hearing. Any interested party may purchase a copy of such transcript.
- J. Accommodation of Persons with Disabilities.
 - 1. The Authority must provide reasonable accommodation for persons with disabilities to participate in the Hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

2. If the Tenant is visually impaired, any notice to the Tenant, which is required pursuant to this Grievance Procedure, must be in an accessible format.

VI. DECISION OF THE HEARING OFFICER.

- A. The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the Hearing. A copy of the decision shall be sent to the Tenant, in the same manner as required herein for Notice to the Tenant, and the Authority. The Authority shall retain a copy of the decision in the Tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by a prospective grieving Tenant, his representative, or the Hearing Officer.
- B. The decision of the Hearing Officer shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority Board of Commissioners determines within a reasonable time, and promptly gives Notice to the Tenant of its determination, that
 1. The Grievance does not concern Authority action or failure to act in accordance with, or involving, the Tenant's lease or Authority regulations which adversely affect the Tenant's rights, duties, welfare or status; **or**
 2. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Authority.
- C. A decision by the Hearing Officer or Board of Commissioners in favor of the Authority or which denies

the relief requested by the Tenant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Tenant may have in any judicial proceedings which may thereafter be brought in the matter.

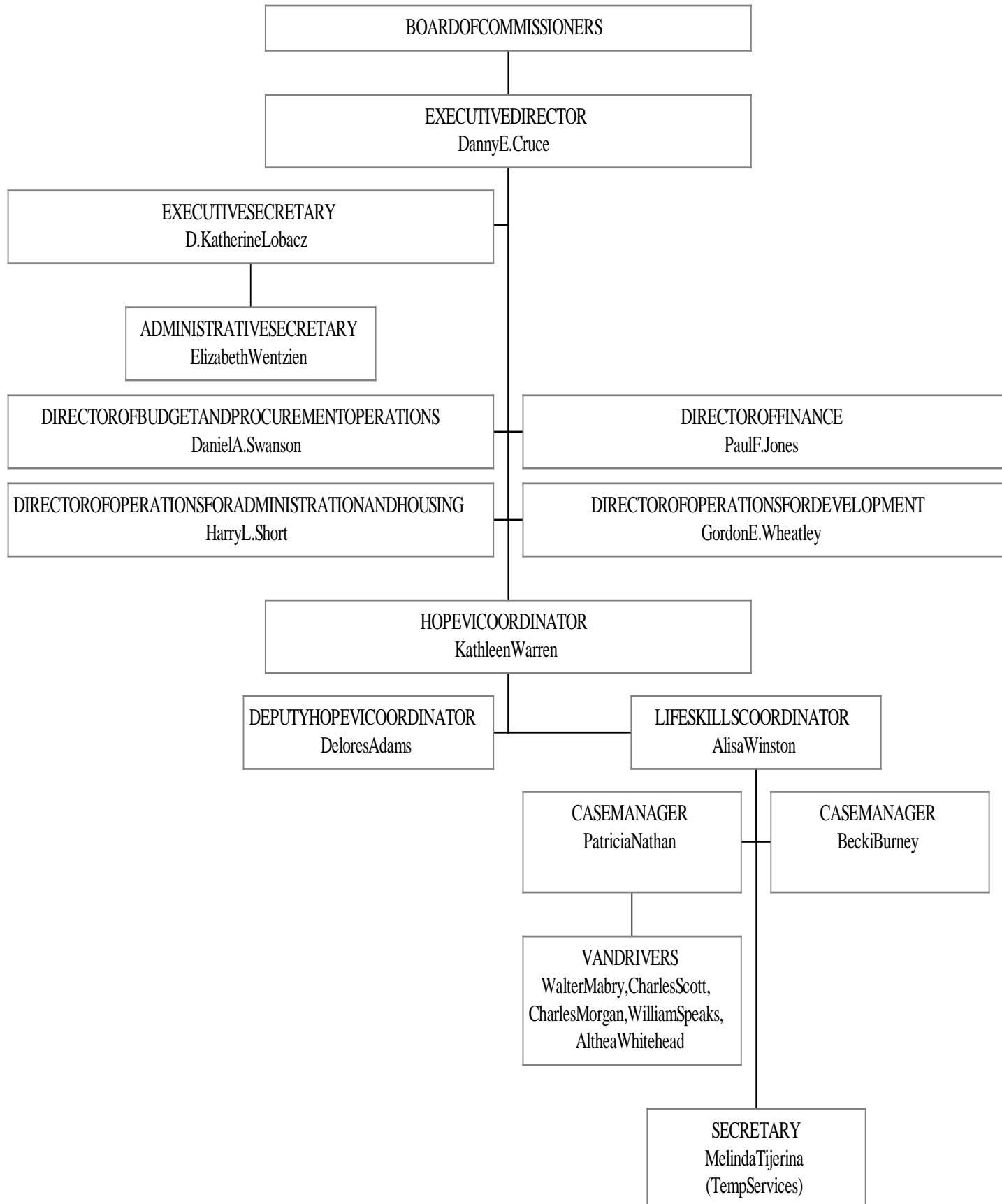
VII. AUTHORITY EVICTION ACTIONS.

If a Tenant has requested a hearing regarding a Grievance involving an Authority notice of termination of the tenancy and the Hearing Officer or the Board of Commissioners upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action in court until it has given Notice to the Tenant to vacate, and in no event shall the Notice to vacate be issued prior to Notice of the decision of the Hearing Officer having been given to the Tenant.

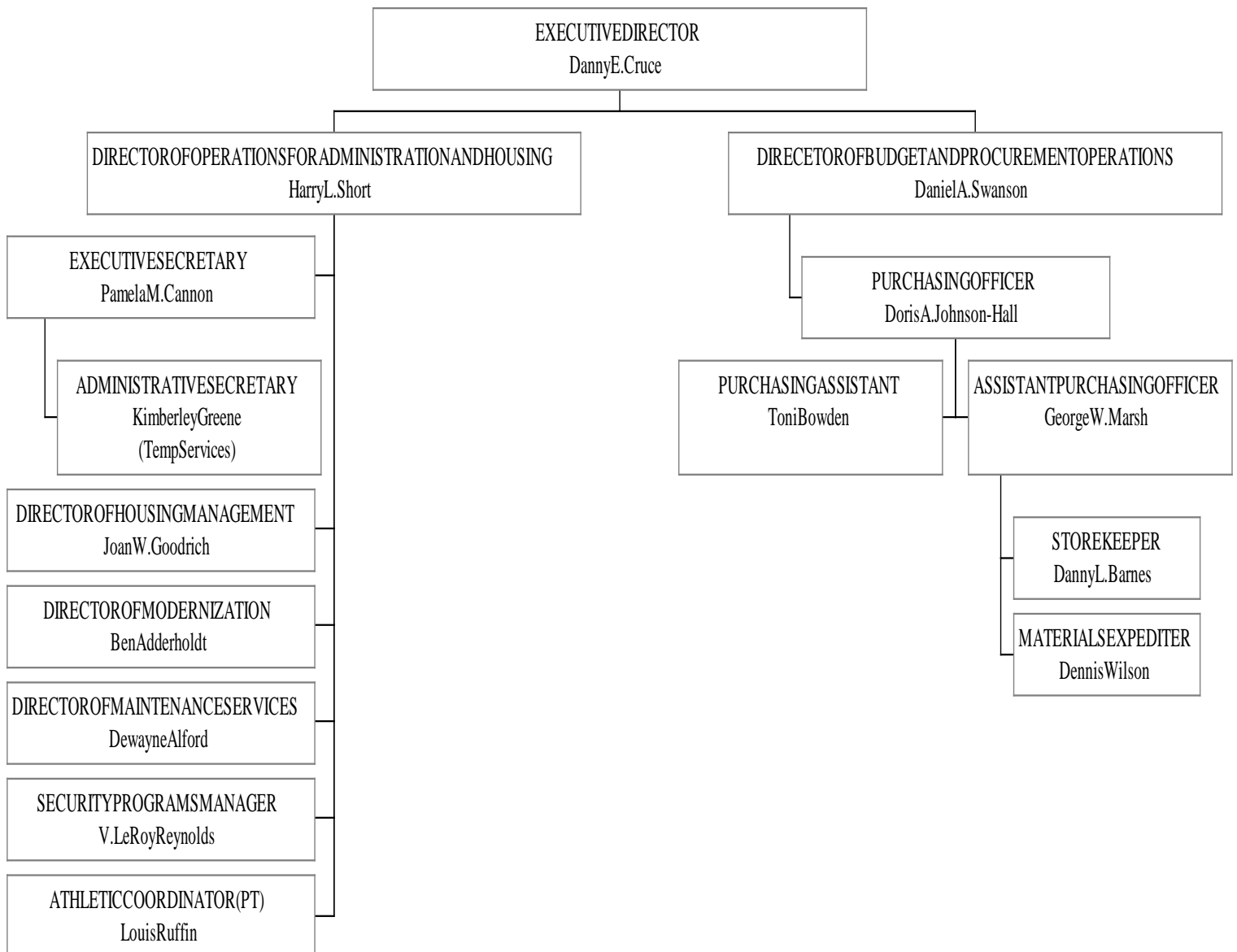
The foregoing procedure was adopted by the Board of Commissioners of the Portsmouth Redevelopment and Housing Authority on November 10, 1992. This procedure shall not be altered or amended except as authorized by the Board of Commissioners.

VA001c03
AttachmentC:OrganizationalChart

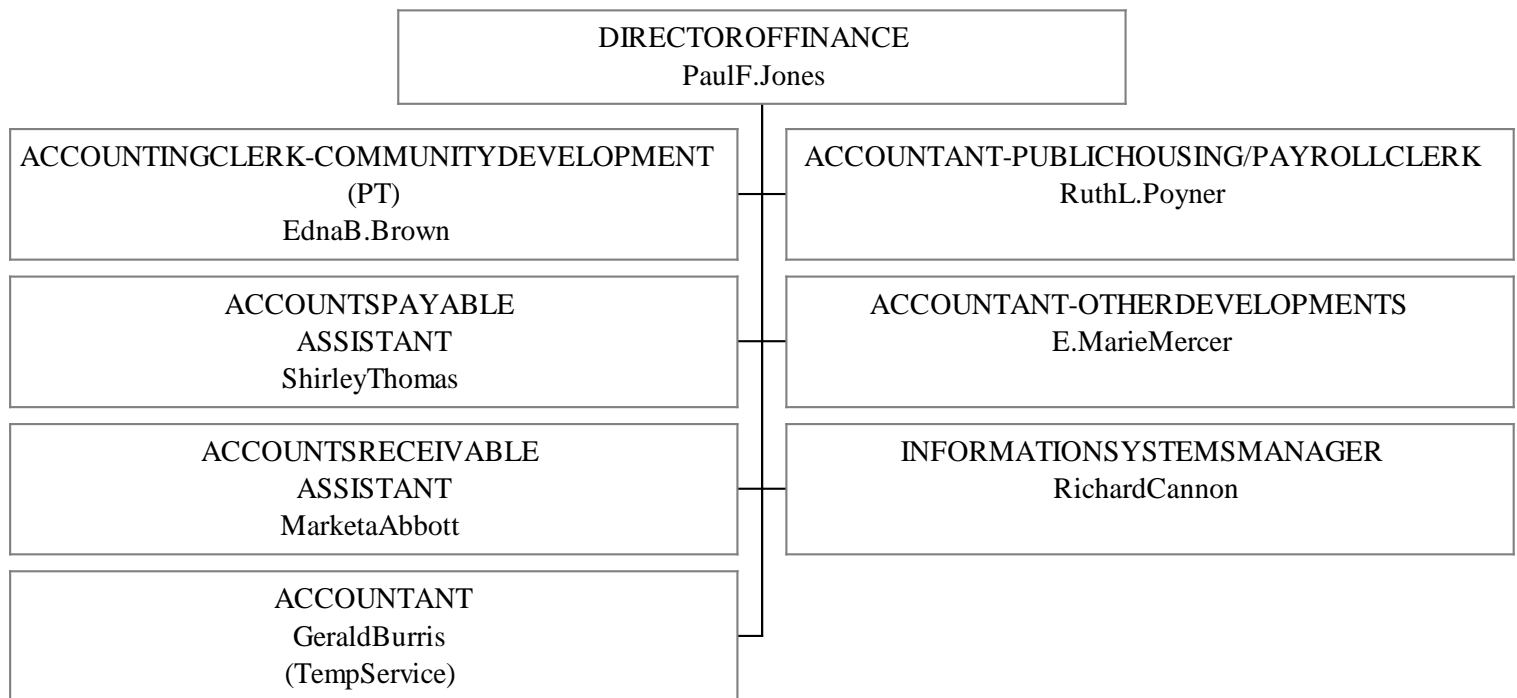
ORGANIZATIONALCHART
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PORTSMOUTHREDEVELOPMENTAND
HOUSINGAUTHORITY



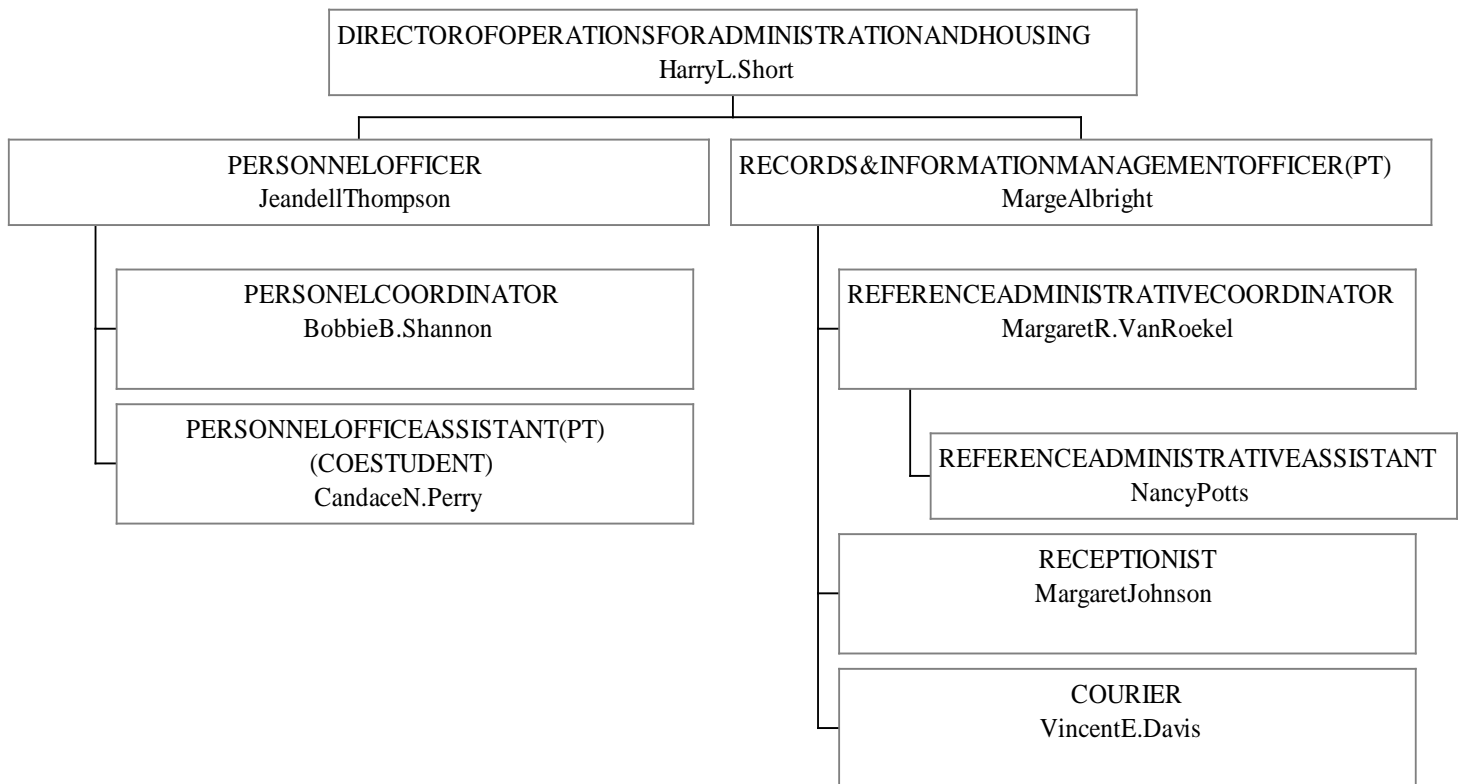
OFFICE OF THE EXECUTIVE DIRECTOR



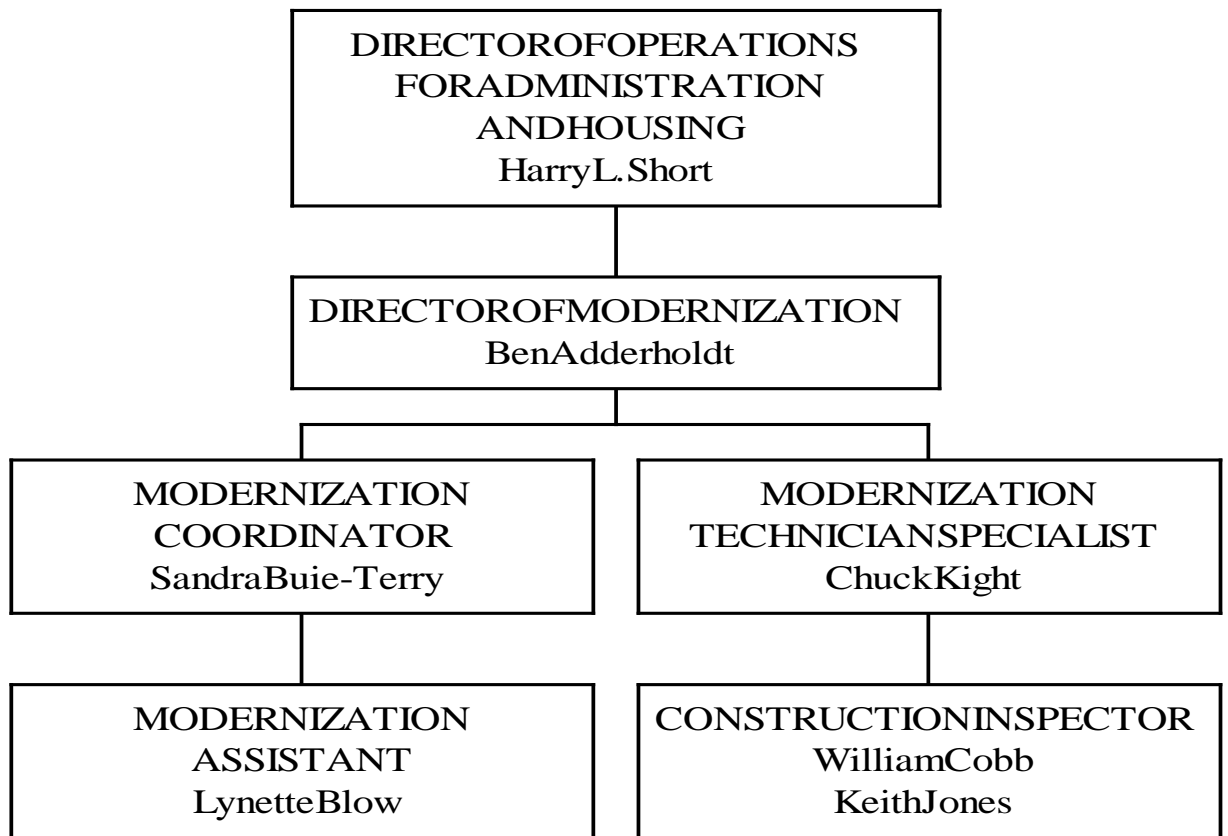
FINANCE



ADMINISTRATION

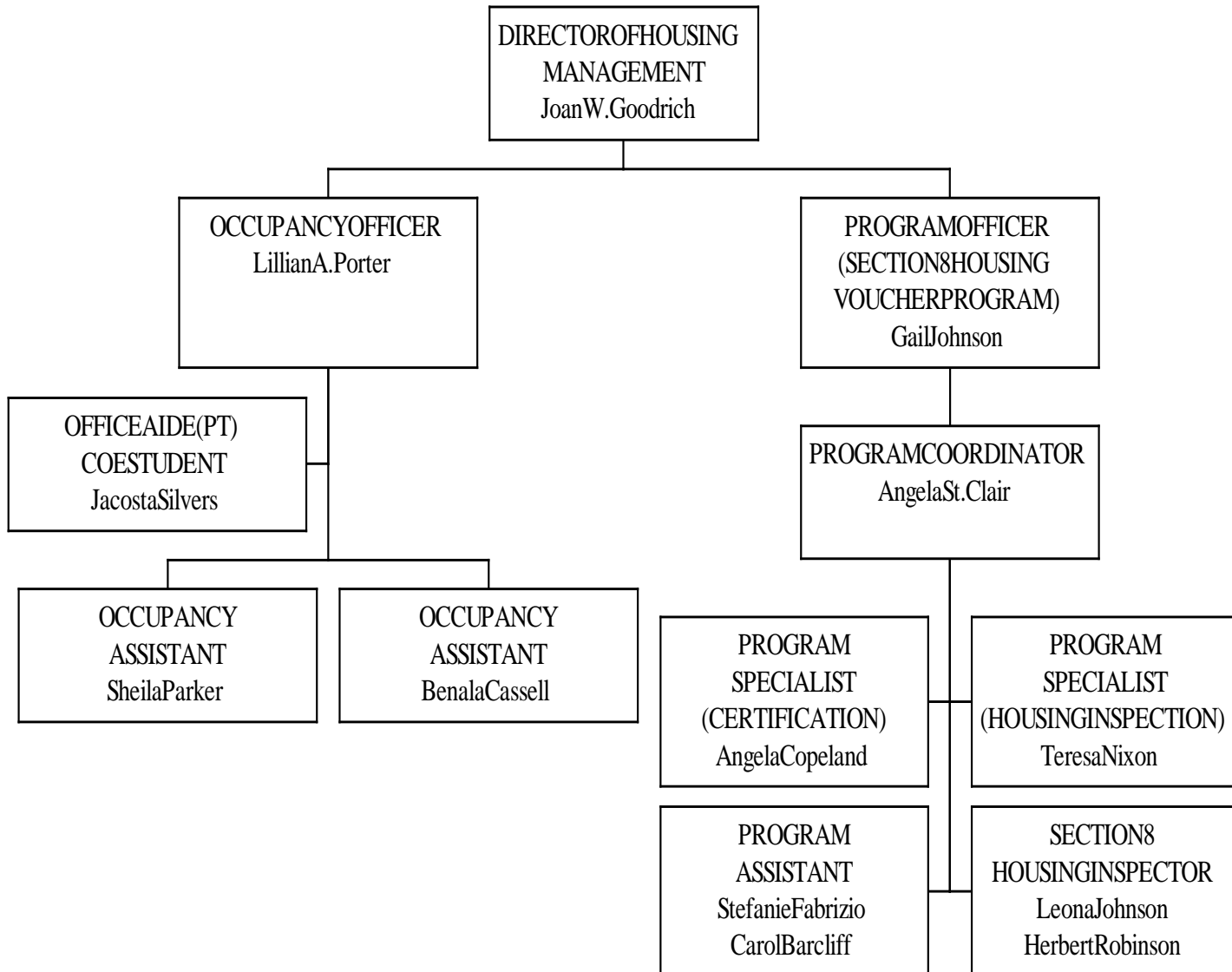


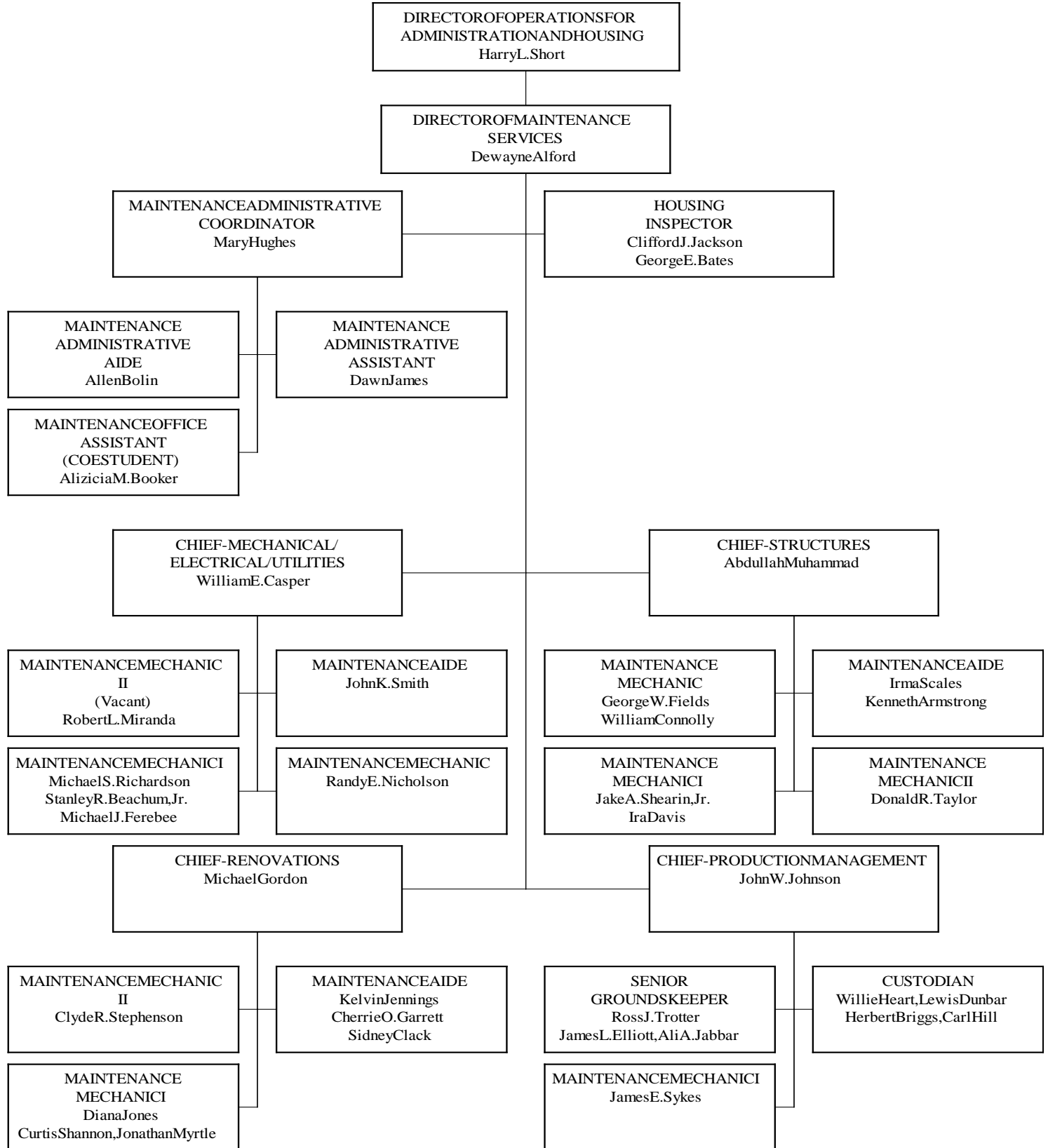
MODERNIZATION



HOUSINGMANAGEMENT

MAINTENANCESERVICES





VA001d03

AttachmentD:PublicHousingDrugEliminationProgramPlan

PublicHousingDrugE liminationProgramPlan

Note: THIS PHDEP Plan template (HUD 50075 - PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/ Budget
3. Milestones
4. Certifications

Section 1: General Information/History

A. Amount of PHDEP Grant \$ 431,688

B. Eligibility type (Indicate with an "x") N1 _____ N2 _____
R _____

C. FFY in which funding is requested 2001

D. Executive Summary of Annual PHDEP Plan

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long.

The goals of our comprehensive drug elimination strategy are to: reduce and/or eliminate drug-related crime and other major crime and disorder problems; create a greater sense of security within the communities; maintain collaborative relationships with law enforcement and non-profit agencies; and increase the overall quality of life for all residents, with special emphasis on our youth population. PRHA's crime prevention strategies require a holistic approach and involve several local and state agencies. We are fortunate to have an excellent working relationship with our local police department, public school system, and our resident councils.

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Washington Park	54	160
Swanson Homes	210	470
Ida Barbour Park	33	61
Jeffrey Wilson Homes	400	962
Dale Homes	295	566

Lincoln Park	178	600
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F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an "x" to indicate the length of program by # of months. For "Other", identify the # of months).

6 Months _____ 12 Months _____ 18 Months _____ 24 Months _____
 Months X Other _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an "x" by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place "GE" in column or "W" for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant#	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY1996X	\$475,250	7	\$0		
FY1997X	\$494,260	8	\$0		
FY1998X	\$360,641	9	\$49,750	G E	3/30/01
FY1999X	\$419,080	10	\$362,650		12/31/01
FY2000X	\$436,899	11	\$436,899		12/31/02

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP -funded activities. This summary should not exceed 5 -10 sentences.

Using a comprehensive drug elimination strategy, the PRHA proposes to implement security and prevention based programs in our public housing communities. The Authority will continue its **Reimbursement of Law Enforcement/Police Security Program** in an effort to decrease the crime rate and deter drug -related activities. The **Physical Improvement** program will control and deter pedestrian traffic by providing physical barriers to areas that have a high concentration of drug-related activity. New this year, the Authority plans to implement an **After School Tutorial** Program in each housing community. The goal of this program is to provide tutoring to PRHA elementary school youth by employing qualified public housing high school seniors to work as tutors that assist teachers from the public schools system. The Authority will continue the **Even Start Program**, whose primary goal is to employ 4 public housing adult/parents to work in the school systems day care program caring for 2 through 4 year olds. The Authority will continue the **Youth Sports Program** to serve as a recreational alternative to drugs and related activity. All activities will be monitored and evaluated through an established process as well as by PRHA personnel.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY_2000_PHDEPBudgetSummary	
Budget Line Item	Total Funding
9110 -Reimbursement of Law Enforcement	\$201,688
9120 -Security Personnel	0
9130 -Employment of Investigators	0
9140 -Voluntary Tenant Patrol	0
9150 -Physical Improvements	\$10,000
9160 -Drug Prevention	\$73,000
9170 -Drug Intervention	0
9180 -Drug Treatment	0
9190 -Other Program Costs	\$147,000
TOTAL PHDEP FUNDING	\$431,688

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise — not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 -ReimbursementofLawEnforcement					TotalPHDEPFunding:\$192,084		
Goal(s)	ReducePartIandPartIIoffensesby20%overatwoyearperiod.Reducetrespassersby25%.						
Objectives	Provideagreaterpoli cepresenceintargetedpublichousingby25%.						
ProposedActivities	#of Persons Served	TargetPopulation	Start Date	Expected Complete Date	PHEDEP Funding	OtherFunding (Amount/ Source)	PerformanceIndicators
1.PoliceContract			1/1/021	12/31/04	\$201,688	0	PartsI&IIcrimedata
2.							
3.							

9120 -SecurityPersonnel					TotalPHDEPFunding:N/A		
Goal(s)							
Objectives							
ProposedActivities	#of Persons Served	TargetPopulation	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.N/A							
2.							
3.							

9130 -EmploymentofInvestigators					TotalPHDEPFunding:\$N/A		
Goal(s)							
Objectives							
ProposedActivities	#of Persons Served	TargetPopulation	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.N/A							
2.							
3.							

9140 - VoluntaryTenantPatrol					TotalPHDEPFunding:\$N/A		
Goal(s)							
Objectives							
ProposedActivities	#of Persons Served	TargetPopu lation	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.N/A							
2.							

3.							
----	--	--	--	--	--	--	--

9150 - PhysicalImprovements					TotalPHDEPFunding:\$9,266		
Goal(s)	ReducePartsI&IIoffensesby15% overatwoyearperiod.Reduceamountofgrafittiby20%.						
Objectives	Controlpedestriantrafficbyprovidingphysicalbarriers.Improvecommunityappearanceby25%.						
ProposedActivities	#of Persons Served	TargetPopulation	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.InstallShrubbery			3/1/02	12/31/04	\$10,000	0	PhysicalImprovement;crime statistics
2.							
3.							

9160 -DrugPrevention					TotalPHDEPFunding:\$50,000		
Goal(s)	IncreaseSOLscoresby25%.Increaseyouthparticipationinprogramsby20%.						
Objectives	Improvepersonaldevelopmentofyouthby25%.						
ProposedActivities	#of Persons Served	TargetPopulation	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.TutorialPrograms	100	Grades2 -12	2/1/02	12/31/03	\$45,000	0	GradesandSOLscores
2.EvenStartProgram	35	2-4yearolds	2/1/02	12/31/03	\$10,000	0	Evaluation/schoolreport
3.YouthSportsProgram	100	8 –18yr. olds	5/1/02	12/31/03	\$18,000	0	GradesandSOLscores
4.YouthSportsProgram1008-18yr.olds3/1/013/30/02\$20,000#and behaviorofpartic.							

9170 -DrugIntervention					TotalPHDEPFunding :\$N/A		
Goal(s)							
Objectives							
ProposedActivities	#of Persons Served	TargetPopulation	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.N/A							
2.							
3.							

9180 -DrugTreat ment					TotalPHDEPFunding:\$N/A		
Goal(s)							
Objectives							
ProposedActivities	#of Persons Served	TargetPopulation	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	PerformanceIndicators
1.N/A							
2.							

9190 -OtherProgramCosts					TotalPHDEPFunds:\$167,\$56		
Goal(s)	To decrease Part I & II offenses by 20%. Make other arrests and reduce trespassers by 15%.						
Objectives	Decrease street level trafficking by 15%. Evaluate all programs at end of grant.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1. Part -time police officers			1/1/02	12/31/04	\$68,000	0	Part I & II crime data
2. DEP Manager			1/1/02	12/31/04	\$32,000	0	Evaluations
3. Security Manager			1/1/02	12/31/04	\$47,000	0	Evaluations
3.							

Section 3: Expenditure/Obligation Milestones

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item#	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item #9120</i>	<i>Activities 1,3</i>		<i>Activity 2</i>	
9110	Activity 1	\$100,000	Activity 1	\$101,688
9120				
9130				
9140				
9150			Activity 1	10,000
9160	Activity 1,2	\$30,000	Activity 2	40,000
9170				
9180				
9190	Activity 1	\$35,000	Activities 2,3	\$114,000
TOTAL		\$ 165,000		\$256,688

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the "PHA Certifications of Compliance with the PHA Plan and Related Regulations."

VA001e03
AttachmentE

**PORTSMOUTH REDEVELOPMENT
AND
HOUSING AUTHORITY**

**PET POLICIES AND PROCEDURES
FOR THE
PUBLIC HOUSING PROGRAM**

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MARCH 2001

**PET POLICIES AND PROCEDURES
FOR THE
PUBLIC HOUSING PROGRAM**

The following policies and procedures have been developed to govern the keeping of common household pets in the public housing program. In all instances, these rules shall prevail in matters concerning pet ownership (excluding animals which assist the handicapped).

**SECTION I DEFINITION OF COMMON
HOUSEHOLD PET**

For this purpose, common household pets shall mean domesticated animals such as a dog, cat, bird, rodent (rabbit, guinea pig, hamster, ferret, or gerbil), fish, frog, or turtle that are traditionally kept in the home for pleasure rather than for commercial use.

SECTION II PROHIBITED ANIMALS

Many animals do not meet the definition of common household pet and management reserves the sole right to make a determination regarding any such animal listed under this section. The following includes but is not limited to animals considered to be of a vicious and/or attack nature or animals otherwise not traditionally kept in the home for pleasure and therefore will not be permitted on the premises of the Portsmouth Redevelopment and Housing Authority:

1. DogssuchasPitBulls,Rottweilers,DobermanPinchers,
Chows,Akitas,
German Shepherds, Bull Dogs, Boxers, Dalmatians,
CockerSpaniels,etc.

2. Reptiles such as snakes, alligators, lizards, iguanas, chameleons, etc.
3. Farm animals such as chickens, pigs, cows, mules, horses, etc.
4. Wild animals such as lions, leopards, bears, tigers, wolves, etc.

SECTION III

INOCULATIONS

1. Pet owners shall have their pet inoculated and must present evidence to be kept on file showing that the pet has been inoculated by a licensed veterinarian against rabies, or has received any other vaccinations, required by law currently or in the future.
2. All dogs are required to have distemper inoculations.

SECTION IV

SANITARY STANDARDS

1. Pets must have their own areas within the dwelling unit, which are maintained in a manner that is clean, sanitary and odor-free. In case of dogs, a dog basket with sufficient cushioning must be used. Litter boxes with an ample supply of deodorized cat litter must be used in the case of cats. Where birds and/or hamsters, rabbits, etc., are concerned, a cage with ample deodorized litter materials must be used.
1. Pet waste must be disposed of frequently and in a sanitary manner. To this end, the following procedures are to be observed:
 - A. All pet waste shall be placed in a plastic trash bag and adequately secured.
 - B. All trash bags containing pet waste are to be placed in the dumpsters (or trash containers) located outside of the

dwelling. At no time should pet waste or cat litter be flushed down a commode.

- C. All litter boxes and pet cages shall be cleaned of pet waste at least once per day. Additionally, in the case of cats and/or pets using litter materials (rabbits, hamsters, etc.), the pet owner must change the litter twice each week.
- D. In the case of dogs, the dog basket shall be cleaned, disinfected and deodorized once per month.
- E. Dog and cat owners are required to train and housebreak their pet to dispose of waste on a routine schedule (i.e., in the morning, evening and at night). For this purpose, the grass area anywhere outside of the dwelling unit will be the designated area for pet waste. Such pet owners are required to own and carry a "pooper-scooper" and plastic bag(s) whenever the pet is taken outside for waste disposal. Once the pet has disposed of waste material, the pet owner shall immediately retrieve the waste and dispose of it in the manner described in number 2(A)&(B) of this section.
- F. All pets must be kept clean and odor-free at all times and shall be sprayed for fleas, ticks, lice, etc., at least four times per year.

SECTION V

ALTERATION OF PREMISES

Pet owners shall not alter in any way the dwelling unit, porch, grounds or common area to accommodate a pet. Installation of pet doors is prohibited. Dog houses and dog pens are strictly prohibited.

SECTION VI

PET RESTRAINT

1. All pets shall be appropriately and effectively restrained and under the control of a responsible person while in the common areas of the development. A "Responsible Person" shall be any family member at least 18 years of age with the physical stamina and mental alertness to keep the pet under control. Must be familiar with the pet's temperament, disposition and behavior patterns. Must be aware of and willing to abide by the pet rules and lease provisions, must be aware of required sanitary conditions for the dwelling unit and grounds, and must be able and willing to provide proper nourishment, medical attention, and general good care and treatment of the pet.
2. No dog or cat shall be allowed to run at large about the premises. Such pet must be on a leash (at all times) while in the common areas. The pet owner must have a plastic trash bag and a pooper-scooper when walking their pet.
3. No pets are permitted in the offices, maintenance areas or community facilities.

SECTION VII
UNIT FOR
OR REPAIRS

MANAGEMENT ACCESS TO DWELLING
INSPECTIONS

Management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied (the entire time) by the pet owner or the responsible person designated by the pet owner. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its task(s). Any delays or interruptions suffered by management in the inspection, maintenance and upkeep of the premises due to the presence of a pet may be cause for lease termination.

SECTION VIII

REGISTRATION

1. A pet must be registered with the management agent before it is brought onto the premises. The pet owner shall update this

registration on an annual basis at the time of annual recertification.

2. Theregistrationwillincludethefollowing:
 - A. A certificate signed by a licensed veterinarian stating thatthepethasreceivedallinoculationsrequir edbylaw.
 - B. Information sufficient to identify the pet and to demonstratethatitisacommonhouseholdpet.Arecent photograph of the pet shall be submitted by the pet ownertobekeptonfilebymanagement.
 - C. Asignedstatementindicatingthatthe petownerhasread thepetrulesandagreestocomplywiththem.
 - D. The name, address and phone number of one or more responsiblepartieswhowillcareforthepetiftheowner diesorbecomesincapacitatedandcannolongercarefor thepet.
 - E. Thepet ownershallprovidethemanagementagentwith acopyofalllicensingdocumentsfromstateand/orlocal agencies.
 - F. Failuretocomplywiththeabove -referencedregistration policiesshallconstitutegroundsfordenialofapetonthe premises.
3. If ma nagement, for good reason, refuses to register a pet, a written notification will be sent to the pet owner stating the reason(s)fordenial.
4. Onlyresident -registeredpetsarepermittedatthedevelopment. No visitors shall bring pets on the premises a t anytime. Further, no visitor, relative, etc., shall be permitted to bring pets onto the premises for pet -keeping and/or temporary custodybyaresidentofthehousingdevelopment.

SECTION IX

DISCRETIONARY RULES

1. **Only one four -legged, warm -blooded animal (i.e., dog, cat, hamster, etc.) is allowed per unit.** Such animals shall not exceed 18 inches in height and/or 25 pounds in weight at maturity. See Section X (6) regarding the exceptional ruling for pet birds. Animals referenced under Section II are not permitted even if they meet the weight and height criteria.
2. Dogs and cats must be neutered or spayed and written verification of this from a licensed veterinarian must be provided.
3. There is to be no breeding of any kind of pet on the premises. This also applies to small caged animals such as hamsters, birds, etc.
4. All dogs and cats should be bathed and/or groomed regularly. Dogs and cats should have their nails clipped on a regular basis.
5. Residents who have demonstrated poor housekeeping habits will not be allowed to own a pet until such time that their housekeeping practices meet and remain at the standards expected of residents.
6. No pet shall be left unattended for more than 12 continuous hours.
7. Pet owners are considered responsible for their pet and shall not permit the pet to create excessive noise or otherwise disrupt the peaceful enjoyment of other residents.
8. Pet owners are considered liable for the actions of their pet and agree to hold harmless the Portsmouth Redevelopment and Housing Authority from any and all damages of personal injury or property resulting from the actions of their pet.
9. The pet owner shall designate a relative or some other responsible party to sign an agreement stating that they

(relative or other party) will accept full responsibility for the pet should the pet owner die, become incapacitated, or in any emergency situation that might arise.

SECTION X

FINANCIAL OBLIGATION

1. There will be a \$400 pet deposit payable by all residents who own and keep a cat or dog in their unit. This \$400 deposit is payable in one (1) lump sum prior to the pet being brought onto the premises and applies only to the specific cat or dog being registered at the time. A new and separate deposit is required each time a pet is replaced by a new pet.

As permitted under Federal regulations, \$50 of the pet deposit shall be non-refundable to cover increased maintenance costs and upkeep of the premises associated with pet ownership.

2. The amount of the pet deposit may be increased by amendment to the pet rules to an amount established by HUD. In such cases, pet owners shall be given 30 days prior notification.
3. There shall be a separate pet waste removal charge of \$6.00 per occurrence to pet owners who fail to remove pet waste in accordance with Section IV of these rules, or whose pet disposes of waste in the common spaces not designated as pet areas whenever management must assume the task of waste removal. Management reserves the right to increase the \$6 charge to an amount consistent with any future increases in yard ticket charges.
4. There will be a \$50 pet deposit payable by all residents who own and keep rodents (i.e., rabbits, ferrets, hamsters, etc.). This deposit is payable in one installment only.
5. Residents who own and keep fish are not required to pay a pet deposit; however, such residents will remain responsible for any damages which occur as a result of the keeping of an aquarium. Also, there will be a 50-gallon limit on all aquariums.

6. Residents who own and keep birds are not required to pay a pet deposit; however, residents will remain responsible for any damages, which may occur as a result of the keeping of such pets. Also, there will be a limit of one cage per dwelling unit, which shall not contain more than two birds.
7. Upon the removal of a pet, including death of the pet, incapacity or death of the pet owner, or due to violation of the pet rules, an inspection for pet -related damages shall be conducted within five (5) days of the occurrence. A statement itemizing all deductions made from the pet deposit along with any refund which is due shall be returned to the pet owner within thirty (30) days or within the maximum time required under state law. Any balance due in excess of the pet deposit shall be payable by the pet owner to the management agent within thirty (30) days of notification.
8. Pet-related costs incurred while a pet owner is in occupancy shall be billed to the pet owner as a current charge with non - payment by the due date being subject to legal collection proceedings.

SECTION XI **CHARGES**

SPECIAL EXTERMINATION

Upon vacating the premises, residents who have pets will automatically incur a special extermination charge for fleas, ticks, and lice and for fumigation of pet odors. Management further reserves the right to require such an extermination or fumigation (at resident's expense) at any time during a resident's occupancy if dwelling unit conditions, due to the presence of a pet, dictate the need for interim extermination and/or fumigation.

SECTION XII **PROCEDURES**

PET RULE VIOLATION

All pet owners will be required to abide by all provisions of the Public Housing Residential Lease and the Pet Policies and Procedures for the Public Housing Program associated with owning and keeping a pet in their apartment. If it is determined that a pet owner has violated the rules governing pet ownership, the following procedures shall be observed:

1. A written notice of the pet rule violation shall be served on the pet owner outlining the following:
 - A. Basis of the determination and pet rule(s) violated.
 - B. Statement that the pet owner has ten (10) days from the date of service/delivery of the notice to correct the violation (including, in appropriate circumstances, removal of the pet).
 - C. Statement that the pet owner may make a written request for a meeting to discuss the violation. Management within three (3) days of the service/delivery date of the violation notice must receive such request.
 - D. Statement that failure by the pet owner to correct the violation, to request a meeting, or to appear at a requested meeting may result in the termination of the lease agreement.
2. If the pet owner makes a timely request for a violation meeting, a time and place for the meeting shall be established no later than fifteen (15) days from the date of service/delivery of the pet rule violation.
3. If the pet owner has not resolved the rule violation, or if the violation is not resolved at the rule violation meeting, a notice shall be served on the pet owner requiring the removal of the pet. In such cases, the pet owner must remove the pet within ten (10) days of the rule violation meeting. Failure to comply with management's request to remove a pet may result in the termination of the pet owner's lease agreement.

SECTION XIII NUISANCE OR THREAT TO HEALTH OR SAFETY

1. If the health, well being and safety of a pet is threatened by the death, incapacity, or negligence of the pet owner, the resident representative listed in accordance with Section VIII 2, D and Section IX (9) of the rules shall be contacted to take responsibility for the pet.
2. If the resident representative is unable or unwilling to care for the pet, or cannot be contacted despite reasonable efforts, the management agent may remove the pet by:
 - A. Contacting the appropriate agencies and requesting removal of the pet, or
 - B. Placing the pet in a facility that will provide care and shelter at the pet owner's expense until (1) the pet owner or the designated representative is able to resume responsibility for the pet or (2) for thirty (30) days, whichever occurs first.
3. In cases where a pet becomes vicious, displays symptoms of severe illness or demonstrates other behavior that constitutes an immediate threat to the health and safety of the residency as a whole, the pet owner may be asked to remove the pet immediately. If a pet owner refuses to remove a pet immediately, or if the pet owner or representative cannot be contacted, the pet may be removed in accordance with number 2(A) & (B) of this section.
4. In cases where a pet dies, the pet owners shall be responsible for removing the pet in a clean, safe and sanitary manner. In particular reference to dogs and cats, the pet should be placed in a common trash bag and the City of Portsmouth Animal Control division should be contacted immediately to remove the pet from the premises within 24 hours.

SECTIONXIV

INSPECTIONS

1. In addition to the annual housing quality inspections and housekeeping inspections, the management agent may schedule additional unit inspections for apartments with pets. In such cases, reasonable notices shall be given to the pet owner and the inspections shall be scheduled at reasonable hours.
2. The management agents shall enter and inspect any pet owner's dwelling if a written complaint is received, or there are reasonable grounds to believe that the conduct or condition of a pet in the dwelling constitutes a nuisance or a threat to the health or safety of the occupants of the development.
3. All housing quality inspections, housekeeping inspections and maintenance repairs will be conducted in compliance with Section VII of this policy.

SECTIONXV

AMENDMENT TO PET RULES

1. The pet policies may be amended by the management agent at any time by implementing the following procedures:
 - C. Serve on each resident a notice of the proposed rule change and allowing thirty (30) days (or as required by Federal or state law) from the service/delivery date of such notice for resident to provide written comments on the rule.
 - D. Serve on each resident a notice of the final rule and the effective date.

VA001f03

AttachmentF: ResidentAdvisoryBoard

Low-IncomePublicHousing

Name

DaleHomes

AndreaWard
69DaleDrive
Portsmouth,Va.2 3704

BrendaMartin
238DaleDrive
Portsmouth,Va.23704

GertieWallace
237DaleDrive
Portsmouth,Va.23704

IdaBarbourPark

LouisRuffin
1530BarbourDrive
Portsmouth,Va.23704

JeffryWilsonHomes

ThelmaEllis
229WilsonParkway
Portsmouth,Va.23707

GloriaFintch
175WilsonParkway
Portsmouth,Va.23707

LincolnPark

DeniseMoore
55LexingtonDrive
Portsmouth,Va.23704

SwansonHomes

SandraCofield
63Sw ansonParkway
Portsmouth,Va.23704

Section8Program

NellieMason
604StratfordStreet
Portsmouth,Va.23701

BrigitteWilliams
2322VictoryBlvd.AptC
Portsmouth,Va.23702

VA001g03	
AttachmentG	FlatRents
OneBedroom	\$300
TwoBedroom	\$350
ThreeBedroom	\$425
FourBedroom	\$475

FiveBedroom

\$550

VA001h03

AttachmentH

PortsmouthRedevelopmentandHousingAuthority

RESIDENTIALLEASE

1. PartiesandDwellingUnit: **ThepartiestothisResidential Lease(hereinafter"Lease")arethePortsmouth RedevelopmentandHousingAuthority,apolitical**

subdivision of the Commonwealth of Virginia
(hereinafter, "Management Agent"), as landlord, and
the occupying family (hereinafter, "Resident",
"Resident household", or "member of Resident
household"), as tenant.

Management Agent, relying upon the representations
made to it by the Resident as to household composition,
employment status, and income, and in consideration of
rentals hereby reserved, does hereby let to the Resident and
the Resident thereby hires from the Management Agent,
upon the terms of this Lease, Dwelling Unit No. _____
located at

(hereinafter called the "Premises") in
_____ (hereinafter called the
"Housing Park"), situated in the City of Portsmouth,
Virginia, upon the terms and conditions set forth in this
Lease:

**The Premises leased is the for exclusive use of the
Resident and the Resident's household consisting of the
following named persons who will live in the dwelling unit:**

Name Security Number	Date of Birth	Social
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Any addition to the household members listed above
requires the advance written approval of the Management
Agent. This includes Live-in Aides and foster children of**

adults, but excludes natural births. Deletions from the household shall be reported to the Management Agent within ten (10) days.

If the Resident becomes incapable of complying with this Lease, the Management Agent shall contact the following person: _____.

This person's address is _____

and phone number is _____.

2. Lease Term: The Lease commences upon the following date: _____. If the Lease commences on a date other than the first day of a month, then it shall continue for the remainder of the calendar month in which the lease is signed (the "Initial Term") and for the term of twelve months thereafter (the "Full Term"). The lease shall renew automatically on a year-to-year basis unless terminated as provided.

3. Required payments:

a. Initial Term Rent: Residents shall pay to the Management Agent a rent of \$_____ for the Initial Term. This amount represents a prorated portion of the Monthly Rent (as defined in (3)(b), below), and is due and payable prior to occupancy of the Premises.

b. Full Term and Renewal Term Monthly: For each calendar month of the Full Term and any Renewal Term, residents shall pay to the Management Agent a rent of \$_____ (This amount, as adjusted from time to time pursuant to the terms of this Lease shall be referred to as the "Monthly Rent"). Pursuant to HUD guidelines, the Monthly Rent has been determined based upon one of the following two rent calculation methods:

_____ This rent is based upon the Authority-determined flat rate for

the unit.

_____ This rent is based upon the
income and other information
reported by the Resident.

In addition, under certain circumstances, Resident
may qualify under HUD guidelines for minimum rent, or for
suspension of minimum rent, rather than the above rent
calculation methods.

The amount of the Monthly Rent, and/or the
Resident's rent calculation method may change during any
term of this Lease, as set forth in Section 7 of this Lease and
by applicable law.

c. Manner of Payment/Payment Address: The

**Monthly Rent and other charges assessed are
due and payable in the form of a check or
money order in advance on the first day of each
month, or when otherwise due, and shall be
mailed to the Management Agent at:**

P.O. Box 1098

**Portsmouth, VA 23705
Attention: Director of Finance**

Identification of the unit or address for which the payment is being made should be contained on the check or money order, which must be attached to the monthly statement to insure proper credit.

Cash payments are not acceptable. Management Agent reserves the right to refuse to accept payment by personal check if, at any time during Resident's occupancy of the Premises, or another unit operated by Management Agent, Resident attempts to make payment by a personal check which is subsequently returned unpaid by a bank.

Any payment pursuant to the Lease shall be considered made, paid and received as of the date payment is posted to Resident's account by Management Agent unless Resident Agent demonstrates by a U.S. Postal Service receipt that payment was received by the Management Agent on another date, in which case payment will be as of

the date received as shown by the postal receipt.

All payments made by Resident to the Management Agent shall be applied to Resident's account in a manner at the sole discretion of the Management Agent.

Any payment accepted by the Management Agent is accepted with reservation of the right of the Management Agent to receive an order of possession terminating this Lease.

d. Late Additional Charges: All late or additional charges assessed to Resident pursuant to the terms of this Lease, including but not limited to maintenance and damage charges, excess utility charges, and late charges, are due and payable to Management Agent fourteen days (14) after written notice to Resident in accordance with Section 17 below.

In the event that Resident does not pay the Monthly Rent on or before the tenth calendar date of a month, Residents shall also pay to the Management Agent upon each such occurrence a late charge of twenty dollars (\$20.00).

If rent or other charges are paid by a personal check, which is returned by the bank for any reason without payment, Resident agrees to pay to Management Agent an additional fee of \$20.00. "Management Agent reserves the right to refuse to accept personal checks for future payments if Resident has paid Management Agent with a returned check".

e. Default: Without limitation, and in addition to any other manner in which Resident may be deemed in default under the terms of this Lease, Residents shall be in default of the Lease if any payment due is not received by the Management Agent within five (5) calendar days from the date it is due, as set forth in Section 3(c)

of this Lease.

4. Security Deposits: Resident agree to pay the Management Agent, upon occupancy, the sum of \$_____, which shall be one month's rent or a minimum of \$50, and which shall be held as a security deposit by Management Agent. With the approval of the Management Agent, the security deposit may be paid in two (2) equal monthly installments. Such deposit shall be used at the termination of this Lease toward reimbursement of the cost of repairing any damage to the Premises or Management Agent's equipment therein, caused by Resident, his household, dependents, or guests, and any rent and charges owed by Resident. Resident will be paid interest on this deposit in accordance with the Virginia Residential Landlord and Tenant Act, a copy of which is posted on the bulletin board of each Housing Park Office, commencing upon receipt of the deposit which will be credited to his account at the termination of this Lease. In those instances in which the security deposit is an amount insufficient to cover charges,

which must be paid by Resident, accrued interest will be utilized to help defray costs. Any portion of the security deposit, including accrued interest, which is not required for rent or charges, as stated above, shall be refunded to Resident after Resident vacates the Premises. An itemized statement of any deduction made against the security deposit and the rest will be mailed within thirty (30) days of Resident vacating the Premises to the forwarding address furnished by Resident, together with a check for any unexpended balance.

5. Utilities: Management Agent agrees, at no charge to Resident, to furnish the Leased Premises with the following utilities as reasonably necessary: hot and cold water, gas for cooking and heating where applicable, and electricity for lighting, cooking, refrigeration, and heating where applicable (according to local customs and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the

exclusive control of Resident and supplied by a direct utility connection. Resident will be required to pay for all excess consumption of utilities above the monthly allocated amount at rates not exceeding the cost to Management Agent for such utilities as determined by the individual check meter servicing the leased unit. The current schedule of allocations and charges for excess consumption shall be posted on the bulletin board of each Housing Park Office. Management Agent will not be responsible for failure to furnish utilities by reason of any cause beyond its control and retain the right to adjust allocations.

6. Redetermination of Lease Rent, Dwelling Size and Eligibility: At least once each year when requested by Management Agent, Resident agrees to furnish accurate information and certifications as appropriate to Management Agent for use by Management Agent to determine family income, employment, and composition in determining whether the rents should be changed, whether Resident meets eligibility requirements and whether the dwelling size is still

appropriate for Resident's needs.

7. Rent Adjustments:

A. Rent Recertifications: As allowable under applicable HUD guidelines, Resident may change the rent calculation method applied to Resident (See Section 3 above) at any annual recertification.

(1) If Resident's rent is determined under the income -based option, rent recertifications will be held annually.

Residents using the income -based option shall provide current information regarding income, assets, expenses, and family composition. Management Agent shall verify the information supplied by the Resident and use the verified information to establish the amount of Resident's rent for the next year.

(2) If Resident's rent is determined under the flat rent option (See Section 3 above), rent recertifications will be held every third year (except as otherwise provided in Sections 6 and 7 hereof).

However, Resident must still report to the Management Agent on an annual basis to update household/family composition data, and as otherwise required pursuant to Sections 6 and 7.

B. Rent Adjustments Between Recertifications: Resident's Monthly Rent as fixed in Section 3 hereof or as otherwise adjusted pursuant to the terms of this Section 7, will remain in effect for the period between rent recertifications unless during such period:

(1) Resident can show a change in

household/family circumstances, which justifies a reduction in rent, such as the loss of a wage earner, a termination or reduction in benefits, or other like circumstances as would create a hardship situation. Such a change must be reported to Management Agent within ten (10) days of its occurrence.

(2) If Resident is paying minimum rent and Resident's circumstances change creating an inability to pay the rent, Resident may request suspension of the minimum rent because of a recognized hardship.

(3) If Resident is paying minimum rent, or has had payment of minimum rents suspended pursuant to Paragraph 7B(2), above, then if Resident or family member commence to receive income or

attains an increase in income following an
unstable income situation, Resident must
report any such change to the
Management Agent within ten (10) days
of its occurrence. Such change may
result in an increase to Resident's rent.

**(4) If it is determined by Management Agent
that Resident has misrepresented to
Management Agent the facts upon which
Resident's rent is based so that the rent
Resident is paying is less than the rent
Resident should be, or has been, charged
pursuant to applicable government
regulations, then: (a) Resident's rent
shall be increased; and (b) the increase to
Resident's rent may be made retroactive
to a maximum of six (6) months, with the
full payment of said retroactive amount
due and payable within ninety (90) days**

**following notice to Resident in
accordance with Section 17 of this Lease.**

**(5) If Resident has chosen the flat rent option
(See Section 3 of this Lease), Resident
may request a reexamination and change
to the income -based method at any time if:
(a) Resident's family income has
decreased; or (b) Resident's on -going
expenses for such purposes as child care
and medical care have changed; or (c)
any other circumstance that creates a
hardship for Resident which would be
alleviated by a change.**

**(6) If Resident transfers from the Premises to a
new unit in the Housing Park or another
housing park operated by the
Management Agent, whether pursuant to
Section 9 below or the Resident's request,**

**Resident's rent may be adjusted if so
required by applicable federal law and
regulations.**

**C. Without limitation, the following circumstances
shall not constitute grounds for an adjustment
to Resident's Monthly Rent:**

**(1) Increased earnings due to
employment shall be excluded from rent
calculations during the twelve (12) month
period following hire for families whose
income has increased because of the
employment of a family member (who
was previously unemployed for one or
more years) resulting from participation
in a self-sufficiency program or assistance
by a State TANF program within the last
six (6) months.**

(2) Resident's rent shall not be reduced if the

decrease in the family's income is caused by a reduction in the welfare or public assistance benefits received by the family that is the result of Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. Resident's rent shall not be reduced if the decrease is the result of an act of fraud. In either case, the amount of family income shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. Provided, however, reduction of welfare or public assistance benefits due to the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program

requirements; accordingly, Resident's rents shall be reduced as a result of such a decrease.

D. Notice of Rent Adjustment: In the event of any rent adjustment pursuant to the above, Management Agent will mail or deliver a "Notice of Rent Adjustment" to Resident in accordance with Section 17 hereof at the time the redetermination of rent is made.

E. Effective Date of Rent Adjustment:

(1) Rent adjustments pursuant to any annual or three-year redetermination as set forth in Paragraph 7A above, or pursuant to any transfer to a new unit as set forth in Paragraph 7B(6) above, will be made effective as of the first day of the second month following the date of notice pursuant to Paragraph 7D, above.

(2) Rent decreases between regular

redeterminations will become effective as of the first day of the month following receipt by Management Agent of notice (in accordance with the terms of this Lease) of the change in circumstances.

(3) Rent increases between regular

redeterminations, resulting from changes to income status as set forth in Paragraph 7B(3), or a finding of misrepresentation as noted above in Paragraph 7B(4), will become effective as of the first day of the first month following notice to Resident (in accordance with the terms of this Lease) of the change.

F. HUD Family Income Communication:

If Resident receives a letter or notice from the

**United States Department of Housing and
Urban Development ("HUD") concerning the
amount or verification of family income, then
Residents shall take the communication to the
Housing Park rental office within thirty (30)
calendar days of Resident's receipt of same.**

**8. No Misrepresentations: Misrepresentation, fraud, false
statements, or failure of Resident to divulge facts having an
effect on the Management Agent's determination of rent,
eligibility, or family composition shall be grounds for
Management Agent to terminate this Lease.**

**9. Unit Transfer: If the Management Agent determines
that the size of the Premises is no longer appropriate to
Resident's needs, and if the Management Agent has a unit of
appropriate size available for Resident, then the
Management Agent shall offer the unit of appropriate size to
Resident. If the Premises is designated for a handicapped
Resident and is occupied by a non-handicapped Resident,**

thenon -handicappedResidentagreestotransfertoan appropriatesizeunitwhenthehandicappedunitisneeded forahandicappedResident.Residentagreestotransferto theappropriatesizeortypeunituponadvancenotification andatnocosttotheManagementAgent.Inthisregard, Residentshallbegivenfifteen(15)daysadvancenotification oftherequirementtotransfer.Residentagreestocomplete thetransfertothenewunitwithinthree(3)daysafterbeing notifiedthat itisreadyforoccupancy.IfResidentfailsto movetothenewunitafternoticetotransfer,Management Agentshallhavetherighttocommenceevictionprocedures againstResident.TheManagementAgentreservestheright tomakeinter -orintra -parktransferstoconformto occupancystandardsortovacatetheleasedPremisesfor extensivemodernization.

10. RighttoHearingRegardingRentRedeterminationor

RequiredTransfer: WhentheManagementAgent redeterminestheamountofrentpayablebyResident, notincludingdeterminationoftheManagement

Agent's Schedule of Utility Allowances for Families in the Public Housing Program, or determines that Resident must transfer to another unit based on family composition, the Management Agent shall notify Resident that Resident may ask for an explanation stating the specific grounds of the Management Agent's determination and that, if Resident does not agree with the determination, Residents shall have the right to request a hearing under the Management Agent's grievance procedure, as set forth in Section 23 herein below.

11. **Execution of Documents:** The Resident head of household and any member of the Resident household whose name appears on the lease who is eighteen (18) years old or older must appear at the Housing Park Office to sign all necessary documents, as notified by Management Agent. Failure to sign all necessary documents constitutes grounds for terminating this Lease.

12. **Occupancy of Premises:** Resident shall have the right to exclusive use and occupancy of the leased Premises, including reasonable accommodation of their guests. Resident agrees not to assign this Lease or sublet or transfer possession of the Premises. Resident agrees not to provide accommodations for boarders, lodgers or anyone not listed as a member of Resident's household in Section 1 above. Resident further agrees not to use or permit the use of the Premises for any purpose other than as a private dwelling unit solely for Resident and his household and/or dependents. For any other use of the dwelling unit, Resident must receive prior written approval from Management Agent. This provision does not exclude reasonable accommodations of Resident's guests or visitors for up to a two-week period. Throughout this Lease, the term "guest" shall mean a person on the Premises with consent of a household member.

Foster children may be allowed to reside on the Premises with the consent of Management Agent, if certain qualifications for residency are met. Persons providing live-in aid for a disabled member of Resident's family may be allowed to reside on the Premises with the consent of the Management Agent if certain qualifications for residency are met. For purposes of this Lease, a "live-in aide" is defined as a person who resides with a nelderly, disabled or handicapped person and who: (a) is determined to be essential to the care and well-being of the person; and (b) is not obligated for the support of the person or a relative of Resident's family; and (c) would not be living in the unit except to provide the necessary supportive services. Resident agrees to abide by all regulations promulgated by the Management Agent for the well-being of the Housing Park and its residents, which regulations shall be posted in the Housing Park Office and which are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease. In

addition, Resident agree to abide by the following terms and conditions of occupancy:

- A. Accommodations for a Resident's guest
extending beyond a one -week period must be
approved in writing by the Housing Park
Manager prior to the guest's arrival. Said
accommodations for all of Resident's guests
shall not exceed a combined total of two (2)
weeks during any calendar year.

- B. Resident agree to abide by all provisions of the
Pet Policy for the Public Housing Program in
regard to the keeping of common household
pets. No pets can be kept outside of the
dwelling unit or be allowed to run -at-large
about the Premises of the housing park.

- C. Resident agree to maintain his front and back
yard in good condition and to keep the entire

Premises assigned to him clean, safe, and free of
all trash, garbage, rubbish, and other debris by
disposing of it in a sanitary and safe manner.

Any pet waste material deposited on Resident's
Premises, the Premises of other residents, or on
the common areas of the Housing Park is to be
immediately removed and disposed of in strict
accordance with the Pet Policy provisions.

Residents with city -owned trash containers
must set them out for emptying on a weekly
basis to avoid attracting rodents, flies, and
offensive odors resulting from the buildup of
garbage. Containers are to be removed from
the street no later than 6:00 p.m. on trash
pickup days. A \$25 yard ticket may be imposed
for non -compliance under this section.

- D. Residents shall comply with all obligations
imposed upon resident by applicable provisions of

building codes materially affecting health and safety.

- E. If Resident desires to plant small flowers and/or vegetables, then Resident agrees to maintain same in a manner that does not negatively impact the appearance of the housing park; this includes timely weeding and trimming and removal of debris. Management Agent reserves the right to remove any plantings when not maintained by Resident in a neat and orderly manner. The planting of trees, shrubbery and large flowers such as sunflowers is prohibited. Resident agrees to remove all personal plantings upon vacating the Premises or incur a charge for the performance of this work by the Management Agent. Resident further agrees not to place any ornaments or decorative paraphernalia on the grounds of the leased Premises except for uniform border fencing as approved by the Management Agent.

F. Resident agrees to park, and to cause his guests and member of the household to park, vehicles only in paved areas designated for vehicular parking. All resident vehicles are to be registered with PRHA and have parking decjals applied to the lower left corner of rear windshi eld for identification. Washing or repairing of vehicles on PRHA property is prohibited. Parking of inoperable, unlicensed or non-inspected vehicles on PRHA property is prohibited. Management Agents shall be entitled to remove vehicles not in compliance with this provision from the Housing Park Premises, and to the full extent allowable under law, shall have no liability as a result of said removal, or any damage resulting from removal.

G. Resident agrees not to affix to the building or extend from any building any apparatus of any

kind including, but not limited to, one which radiates or receives radio or television waves.

- H. Residents shall use in a reasonable manner all electrical, plumbing, sanitary, heating, **air conditioning**, ventilating, and other facilities provided by Management Agent.
- I. Residents shall refrain from, and shall cause other members of his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the Premises or Housing Park Premises.
- J. Resident agrees to attend orientation and training sessions conducted by or on behalf of the Management Agent regarding the occupancy, upkeep, and maintenance of the Premises.

- K. Resident agree to conduct himself, and cause any other person on the Premises with his consent to conduct himself in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and which will be conducive to maintaining the Park in a safe and sanitary condition.
- L. Resident agree to refrain from, and to cause others on the Park premises to refrain from, illegal or other activity, which impairs the physical or social environment of the Park.
- M. Resident agree to provide to the Management Agent, at Resident's own expense, a duplicate key for each additional door lock installed by Resident. Resident shall also provide to the Housing Manager and Security Officer the security code to any installed security system. No Resident shall install or cause the installation of

locks or a security system without prior written approval of the Management Agent.

N. Written approval from the Management Agent is required for any structural or electrical alterations of any kind to the interior or exterior of the Premises including, but not limited to, installing water beds, wallpaper, contact paper, paneling, ceiling fans or air conditioners.

O. Immediately upon move in and throughout occupancy Resident is required to provide and maintain appropriate window coverings at all windows of the Premises. All window coverings are to have a white or off white backing; no other colors are acceptable from an outside view of the dwelling. Window coverings are to be securely and properly installed and neatly hung from the windows.

P. Resident agrees that any and all property left on the Premises after termination of this Lease shall be deemed abandoned property and will be disposed of by the Management Agent in accordance with provisions of The Virginia Residential Landlord and Tenant Act.

Q. Any member of the Resident household who is at least 12 years of age will be issued and required to carry on their person an identification card provided by the Authority. Resident will be charged \$5 for replacement of an identification card and will be charged \$25 for each card not returned to the Management Agent upon vacating the Premises.

R. Resident, any member of his household, his guest or any person on the Premises with the consent of Resident or members of Resident's household shall not engage in any criminal activity that threatens

the health or safety of other residents or employees of Management Agent or their right to peaceful enjoyment of the Housing Park nor engage in any drug-related criminal activity in or near the Housing Park. For purposes of this Lease, "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of, or the possession with intent to manufacture, sell, distribute or use, a controlled substance (as defined in section 102 of the Controlled Substances Act 21 U.S.C. 802).

Any criminal activity or drug-related criminal activity in violation of the preceding Paragraph, if provable in a court of law under a civil standard of preponderance of the evidence, shall be cause for termination of this tenancy, and for eviction from the Premises of Resident and members of his household. Management Agent may commence eviction under this Paragraph without regard to

whether the alleged perpetrator of the criminal activity or the drug -related criminal activity has been charged by the police or convicted in a court of law.

S. No duplicate of the key to the Premises shall be made by anyone other than Management Agent. If Resident desires a duplicate of the key to the Premises, Resident must make a written request to Management Agent, setting forth the reasons why a duplicate key is needed.

T. All Resident household members shall comply with all United States Department of Housing and Urban Development requirements for residency in the Housing Park, as said requirements may be amended from time to time. Said requirements are incorporated herein by reference.

13. **DamageandRepair:** Residents shall use reasonable care to keep the Premises in such condition as to prevent health, safety, or sanitation problems from arising. Residents shall notify Management Agent promptly of the known need for repairs to the Premises, known need for extermination, and known unsafe conditions in the dwelling unit, common areas and grounds of the Housing Park, which may lead to damage or injury. Resident shall give Management Agent prompt notice of any defects in the plumbing, fixtures, appliances, smoke detectors, heating and air conditioning, or other part of the Premises.

A. Except for normal wear and tear, Resident will be required to pay reasonable charges for repair of damages to the leased Premises, park buildings, facilities or common areas caused by Resident, members of his household or guests; or for repair of damages to the leased Premises which are not the fault of the Management Agent. The charges for damages and labor are posted on the Housing

Park bulletin board. Resident agrees said charges are reasonable and said charges are subject to change by posting revised charges on the Park bulletin boards.

- B. Resident will be billed for damage and repair charges by means of a statement of the items involved, the corrective action taken, and the cost thereof shall be due and payable two weeks after Management Agent's written notice of the charges to Resident. Said notice must comply with the requirements of Paragraph 17 herein below.
- C. In the event the Premises are damaged by fire or other cause and it is determined that the damage is not the fault of the Management Agent, then Resident agrees to pay to the Management Agent the full cost of the damages upon each occurrence.

14. **Maintenance:** Management Agent will maintain the Premises and the Housing Park in a decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations of the Department of Housing and Urban Development. The Management Agent will make all necessary repairs to the Premises with reasonable promptness.

A. Management Agent will keep park buildings, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition.

B. Management Agent will comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.

C. Management Agent will make necessary repairs to the Premises within a reasonable time period; provided that, if maintenance or repairs are made necessary by reason of damage caused by Resident, Resident's household or guest, or if the damage is not the fault of the Management Agent, then the reasonable costs of such maintenance and repairs shall be charged to Resident, repairs necessary as a result of normal wear and tear excepted.

D. Management Agent will make best efforts to keep project buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition.

E. Management Agent will maintain in good and safe working order and condition, electrical, plumbing, and appliances, supplied or required to

be supplied by the Management Agent; provided that, if maintenance or repairs are made necessary by reason of damage caused by Resident, Resident's household or guest or if the damage is not the fault of the Management Agent, then the reasonable costs of such maintenance or repairs shall be charged to Resident, repairs necessary as a result of normal wear and tear excepted.

F. Management Agent will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of individual Resident's family) for the deposit of garbage, rubbish, and other waste removed from the Premises by Resident.

G. In the event that Premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

1. Residents shall immediately notify the Park Management of the extent of the damage;
2. Management Agents shall be responsible for repair of the damage within a reasonable time; provided that, if the damage was caused by Resident, Resident's household or guests, or if the damage is not the fault of the Management Agent, the reasonable cost of the repair shall be charged to Resident.
3. Management Agents shall offer standard alternative accommodation, if available, in circumstance where necessary repairs cannot be made within a reasonable time;
4. Rent shall abate in proportion to the seriousness of the damage and loss in value as well as in the event that repairs are

not made in accordance with subparagraph
(2) of this paragraph or alternative
accommodations not provided in accordance
with subparagraph (3) of this Paragraph,
except that no abatement of rents shall occur
if Resident rejects alternative
accommodations or if damage was caused
by Resident, Resident's household or guests,
or if the damage is not the fault of the
Management Agent.

- H. Management Agent will provide emergency
maintenance services (outside of normal business
hours) when condition exist which constitute an
immediate threat to the health, safety or welfare of
Resident. Resident will be charged for emergency
service if the damage is caused by Resident,
Resident's household or guests, or if the damage is
not the fault of the Management Agent.

I. Management Agent will not be responsible for any of Resident's personal belongings, which are damaged or destroyed by natural disasters or other circumstances, which are beyond the control of the Management Agent. Residents are encouraged to obtain Renter's Insurance for protection of their personal property.

J. Management Agents shall provide Resident's Leased Premises with utilities as set forth in Section 5 herein.

15. Inspections:

A. Prior to occupancy by Resident, Management Agent and Resident or his representatives shall inspect the Premises. Management Agent will furnish Resident with a written statement of the condition of the Premises, the dwelling unit, and the equipment provided with the unit. The statements shall be signed by the Management

Agent and Resident, and a copy of the statement shall be retained by the Management Agent in Resident's folder.

- B. When Resident indicates his intention to vacate the Premises, Management Agent will notify Resident of the final inspection and give Resident an opportunity to accompany Management Agent during the inspection, which shall be made within 72 hours of the termination of occupancy. Upon completion of the inspection, Management Agent will give Resident an itemized list of damages to the dwelling unit known to exist at the time of the inspection and for which Resident is responsible.

16. **Entry of Premises by Management Agent During Tenancy:** Resident agrees that the duly authorized agent, employee or representative of Management Agent will be permitted to enter Resident's Premises during normal working hours for the purpose of performing

routine inspections and maintenance, for pest control, or for making improvements or repairs, or to show the Premises for re-rental. Such entry may be made only after reasonable advance notice in writing to Resident of the date, time and purpose of Management Agent's entry. A written statement specifying the purpose of the Management Agent's entry delivered to the Premises at least two (2) days before such entry shall be considered reasonable advance notification. Management Agent will have the right to enter Resident's Premises without prior notice to Resident, if Management Agent reasonably believes that an emergency exists, which requires such entrance. Thereafter, Management Agent will notify Resident in writing of the date, time and purpose of such entry prior to leaving the Premises, if Resident and all adult members of the household are absent from the Premises during the entrance by Management Agent. Management Agent, however, will not enter the Premises where a dog or cat resides unless an adult member of the Resident household is present to

keep the pet under restraint. Emergency entrances by

Management Agent will be the only exception to the

presence of an adult member of the Resident household.

Notwithstanding the foregoing, Management Agent shall have the additional rights of entry provided in Section 20 hereof.

17. **Legal Notices:** Any notice required hereunder will be sufficient if delivered in writing to Resident or to an adult member of the Resident household residing in the Premises or if sent by prepaid first -class mail properly addressed to Resident at the Premises. Notice to Management Agent must be in writing and either delivered to an employee of Management Agent at the Management Office of the Housing Park within which Resident resides, or to the Central Offices of the Management Agent, or sent to Management Agent by prepaid first -class mail properly addressed.

18. **Termination of Lease:**

- A. This Lease may be terminated by Resident at any time by giving fifteen (15) days advance written notice in the manners specified in Paragraph 18E.
- B. Upon termination of the Lease, Resident agrees to leave the Premises in a clean and good condition, reasonable wear and tear excepted, and to return all keys to the Management Agent when he vacates.
- C. This Lease may be terminated by Management Agent at any time for seriousness or repeated violations of the terms of this Lease or for other good cause by giving a written Notice of Lease Termination in the manners set forth in Section 17 and Paragraph 18D of this Lease. Good cause shall include, but not be limited to the following involving Resident or any other member of the household or any other person on the Premises with the permission of Resident or with the permission of another member of the household, unless otherwise indicated:

- (1) failure to pay rent or other charges due under the lease, (i.e. utilities), or repeated chronic late payment of rent (four (4) times in a twelve-month period);
- (2) failure to pay damages, excess utilities, late fees and other charges when due;
- (3) failure (to report at the time as stated in the notice) for annual re-examination as scheduled by Management Agent;
- (4) creating or maintaining a threat to the health or safety of other residents or employees of Management Agent;
- (5) having caused the issuance of three (3) Summonses for Unlawful Detainer for nonpayment of rent or other charges within one calendar year;
- (6) having caused the issuance of three (3) yard-cleaning tickets within a six-month period;

- (7) conviction of Resident of any felony, violent crime or a crime involving physical assaults, destruction of property, or drugs or other illegal substances; conviction of another member of the household of one or more of said crimes shall be grounds for eviction of said person pursuant to this Lease from the Premises;
- (8) assault that results in bodily injury to residents or Management Agent's personnel;
- (9) maintaining the apartment in a manner that creates a fire or safety hazard or an unsanitary condition including, but not limited to, tampering with smoke detectors;
- (10) vandalism to the Management Agent's property;
- (11) discharging of firearm on Management Agent's property; illegal possession of a

weapon or ammunition and/or possession of
an illegal weapon or ammunition.

(12) knowingly harboring fugitives from the law;

(13) setting fire to leased Premises, park
buildings, facilities, trash receptacles or
common areas owned or operated by the
Management Agent;

(14) violation of Paragraph 12 R of this
Lease by Resident or member of Resident
household.

(15) determination by the Management
Agent that Resident has knowingly
permitted an individual not listed on this
Lease to reside on the Premises in violation
of the terms of this Lease.

(16) determination that a family member
has knowingly permitted an ineligible non-
citizen not listed on the Lease to reside on
the Premises.

(17) determination or discovery that a resident is a registered sex offender;

(18) current or past misrepresentation, fraud, false statements or failure or resident to divulge facts having an effect on the Management Agent's determination of rent, eligibility or family composition, including but not limited to failure to reveal criminal history of Resident or any occupant of the Premises upon application for public housing.

(19) failure to advise Management Agent of any criminal conduct by Resident or any occupant of the Premises during the period between Resident's initial application for public housing and the commencement of this Lease, if said conduct would have affected Resident's eligibility to enter this Lease.

(20) incapacity of Resident in accordance with the terms of Section 19 of this Lease.

(21) abandonment in accordance with the terms of Section 20 of this Lease.

(22) failure of Resident to accept the Management Agent's offer of a revision to an existing lease, provided that: (a) the revision has been adopted by Management Agent in accordance with the procedural requirements of 24 CFR § 966.3; and (b) Management Agent has given Resident written notice of the offer of a revision at least sixty (30) calendar days before it is scheduled to take effect.

(23) any occupancy in violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 [42 USC § 13661(b)] relating to ineligibility of illegal drug users and alcohol abusers or the furnishing of any false or misleading

information pursuant to section 577 of such act [42 USC § 13662].

(24) This Lease may be terminated if Resident or any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of that State shall be grounds for immediate termination of this Lease.

(25) This Lease may be terminated if Resident is violating a condition of probation or parole imposed under Federal or State law.

(26) any other good cause.

D. The Management Agents shall give advance written notice of Lease termination as follows:

- (1) fourteen (14) days
advance notice for
failure to pay rent;
- (2) reasonable time (48 hours advance notice)
commensurate with the severity of the
situation in the case of creation or
maintenance of a threat to the health or
safety of other residents or the Management
Agent's employees;
- (3) thirty (30) days advance notice in all other
cases.

E. Notice of Lease Termination

- (1) Notice of Lease Termination
by either party may be given on any day of
the month. If Management Agents should
elect to terminate this Lease, Resident will
be given the reasons for the termination and

an opportunity to make such reply or explanation as he may wish except for termination under number (2) in the above subparagraph 18D. Where applicable, Resident will be informed in said Notice of his rights pursuant to the grievance procedure, as provided in Paragraph 23 of this Lease.

- (2) When the Management Agent is not required to afford Resident an opportunity for a grievance hearing as referenced in Paragraph 23 herein below, and the Management Agent has excluded such grievance from the said grievance procedure, the Notice of Lease Termination shall:
 - (a) state that Resident is not entitled to a grievance hearing on the termination;

(b) specify the judicial eviction procedure to be used by the Management Agent for eviction of Resident and state that HUD had determined this judicial eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD Regulation; and

(c) state whether the eviction is for a criminal activity or for a drug -related criminal activity as described in Paragraph 12R herein above.

3. The Notice of Lease Termination shall also inform Resident of his right to a reasonable opportunity to examine, at Resident's expense, any documents, including those in his file, records and regulations in the Authority's possession, which are directly related to the termination of tenancy. Residents shall be allowed to copy any such documents at Resident's expense.

F. When the Management Agent evicts a Resident or a member of Resident's household from the Premises for engaging in criminal activity, including drug -related criminal activity, the Management Agent shall notify the local post

officeservingthePremisesthatsuchResident and/or member(s) of Resident's household is (are) no longer residing in the Premises so that the post office will terminate delivery of mail for such person(s) and that such person(s) shall not return to the Premises for pickup of mail.

- G. So long as it is a requirement of the Virginia Residential Landlord Tenant Act (which Act is further identified in Section 25), the Notice of Lease Termination shall also contain, on the first page, in type no smaller or less legible than that otherwise used in the body of the Notice, the name, address and telephone number of the legal services program, if any, serving the jurisdiction wherein the Premises are located.

19. **Termination of Lease Upon Incapacity of Resident:**

If during the term of this Lease, Resident, by reason of

physical or mental impairment, is no longer able to

comply with the material provisions of this Lease and the

Management Agent cannot make a reasonable

accommodation to enable Resident to comply with the

Lease; then action shall be taken. The Management

Agent will notify Resident and/or designated member(s)

of Resident's family that Resident's impairment requires

Resident to be moved to more suitable housing. If there

are no family members, the Management Agent will

work with appropriate agencies to secure suitable

housing. This Lease will terminate upon Resident

moving from the unit.

20. **Termination of Lease Upon Abandonment: Resident must notify Management Agent in advance if Resident and all family members will be absent from the leased Premises for a period in excess of seven (7) days.**

Whether or not Resident has provided the above notice, if Management Agent reasonably believes the Resident and all family members have been, are, or will be absent from the leased Premises for a period in excess of seven (7) days, the Management Agent may enter the Premises at all times reasonably necessary to protect the Management Agent's possessions and property. If Resident and all family members are absent from the leased Premises for a period in excess of seven (7) days without notice as required by this Section, then Resident

shall be liable for all actual damages incurred as a result of Resident's absence.

If Resident and all family members are absent from the leased Premises for a period in excess of seven (7) days without notice as required by this Section, then Management Agent may, in its sole discretion, deem the Premises abandoned. If the Management Agent lets the Premises, then this Lease shall be deemed terminated as of the date the new tenancy begins. If the Management Agent accepts the abandonment as surrender, then this Lease shall be deemed terminated as of the date the Management Agent has notice of the abandonment.

21. Abandoned Property:

A. If any items of personal property are left in the Premises, or in any storage area provided by the Management Agent, after this Lease has been terminated pursuant to a writ of possession for the

Premises granted to by a court of the Commonwealth of Virginia, and the Management Agent has received possession of the Premises pursuant to execution thereon, then the Management Agent may consider such property to be abandoned and shall dispose of such property as the Management Agent sees fit or appropriate, in its sole discretion. The Management Agent shall have the right to sell said property, and apply any funds received from such sale to any amounts due the Management Agent by the Tenant, including the actual costs incurred by the Management Agent in selling, storing or safekeeping such property.

- B. If any items of personal property are left in the Premises, or in any storage area provided by the Management Agent, after this Lease has been terminated pursuant to any of the other terms herein, but not through a writ of possession granted by a Court of the Commonwealth of

Virginia, and Management Agent has taken possession of the Premises, then the Management Agent may consider such property to be abandoned. Management Agent may dispose of such property as Management Agent sees fit or appropriate, provided that Management Agent shall provide written notice to Resident at the last known address of the Resident, address correction requested, at least fourteen (14) days prior to disposing of the property. If Management Agent receives any funds from any sale of the abandoned property, the Management Agent shall pay such funds to the account of the Resident and apply same to any amount due the Management Agent by the Resident, including the reasonable costs incurred by Management Agent in selling, storing, or safekeeping such property. If any such funds are remaining after application, the remaining funds shall be treated in the same manner as

security deposit funds (See Section 4 of this Lease).

22. **Adverse Actions:** Proposed adverse actions include, but are not limited to, proposed lease terminations, proposed transfer of Resident to another unit, and proposed imposition of late fees, damages, and excess utility charges. The Management Agent shall give notice to Resident of the specific grounds for any proposed adverse action by the Management Agent. When the Management Agent is required to afford Resident the opportunity for a hearing under the grievance procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse actions shall inform Resident of his right to request such hearing. In the case of a lease termination, a Notice of Lease Termination, in accordance with Paragraph 18E above, shall constitute adequate notice under this Paragraph.

In the case of a proposed adverse action other than a proposed lease termination, Management Agents shall not

take the proposed action until the time for Resident to request a grievance hearing has expired and (if a hearing was timely requested by the Resident) the grievance process has been completed.

23. **Grievance Process:** All grievances or appeals arising under this Lease shall be processed and resolved pursuant to the grievance procedure of Management Agent, which is posted in the Housing Park Office and which is in effect at the time such grievance or appeal arises. The current official grievance procedure, at any moment, shall be a part of this Lease and is incorporated herein by reference.

24. **Changes:** Except for cases of changes to rent pursuant to the provisions of this Lease, changes in schedules of special charges for services, repairs and utilities, changes in rules and regulations, local or Federal, or other changes contemplated herein, this Lease may be modified only by: (a) execution of a written rider by both

Management Agent and Resident; or (b) where Resident is given written notice, thirty (30) days in advance of the effective date, that such changes or additions are required to comply with Federal or State statutes, regulations or waivers granted by Federal or State authorities pursuant to such regulations.

25. The Virginia Residential Landlord and Tenant Act:

The Virginia Residential Landlord and Tenant Act, Title 55, Sections 248.4, et seq. of the 1950 Code of Virginia, as amended (Act), is applicable to this Lease and the said Act shall be controlling where a provision of this Lease is in conflict with the Act; however, where a provision of this Lease is in compliance with or in furtherance of a Federal statute and/or a regulation of the U.S.

Department of Housing and Urban Development, said provision of this Lease shall be controlling. A current copy of the Act shall be available to tenants in the Management Office of the Housing Park during office hours. Applicable federal law and implementing federal

regulations duly promulgated shall prevail over state law and provisions of this Lease inconsistent with said federal law and regulations implementing this Lease.

26. **Entire Agreement:** This Lease, together with all documents posted pursuant to the Lease or incorporated herein by reference and any future endorsements regarding adjustments of rent or other matters, evidence the entire agreement between Management Agent and Resident.

27. **Lead Documents:** *Resident acknowledges that Resident has reviewed and received lead document, "Protect Your Family From Lead In Your Home", which is attached hereto as Exhibit A and incorporated herein by reference.*

28. **Management Agent:** Where this Lease contemplates an action by the Management Agent, said action may be

performed by an authorized agent of Management Agent acting on its behalf.

29. **HUD Regulations:** Management Agents shall comply with all legally binding regulations issued by the United States Department of Housing and Urban Development. To the extent said regulations conflict with an express term of this Lease, said regulations shall control.

30. **Reasonable Accommodation of Handicapped:** Resident may, at any time during the period of this Lease, request reasonable accommodation by the Management Agent of a handicap of a household member, including reasonable accommodations so that the Resident can meet lease requirements or other requirements of tenancy. Residents shall provide notice of any requested reasonable accommodation in accordance with Paragraph 17.

IN WITNESS WHEREOF, the parties have executed this

Lease agreement this _____ day of _____

_____, 20 _____, at Portsmouth, Virginia.

PORTSMOUTH REDEVELOPMENT AND HOUSING
AUTHORITY

\$ _____ from and after
_____, 20 _____

By: _____

Name

Title

Resident

Resident

Resident

=====

=====

\$ _____ from and after
_____, 20 _____

By: _____

_____ from and after _____,
20____

Name

Resident

1/22/02

VA001i03
AttachmentI

ADMINISTRATIVEPLAN

FORTHE

SECTION8HOUSINGCHOICEVOUCHERPROGRAM

**PORTSMOUTH REDEVELOPMENT AND HOUSING
AUTHORITY**

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INTRODUCTION

The Section 8 Housing Choice Voucher Program in the City of Portsmouth (hereafter the "Program") will enable the Portsmouth Redevelopment and Housing Authority to offer expanded rental housing opportunities to lower -income families through the utilization of existing housing units. The Program approach is based in part upon a strategy of addressing local housing assistance needs within the framework of local conditions and characteristics through the provision of opportunities for lower -income persons to locate housing. The Section 8 Housing Choice Voucher Program will be carried out in strict accordance by the Department of Housing and Urban Development .

CONVERSION OF CERTIFICATES AND VOUCHERS TO THE HOUSING CHOICE VOUCHER PROGRAM

The Department of Housing and Urban Development implemented new regulations for the Section 8 Program. The changes were an attempt to make the Section 8 Certificate and Voucher Programs as similar as possible. The change went into effect October 1, 1999 and the programs have merged to become the new Housing Choice Voucher Program. This change is a result of the "Quality Housing and Work Responsibility Act of 1998" which is legislation passed by Congress that enacts substantial revisions to the laws governing the Section 8 Program.

All existing certificates and vouchers were converted to the Housing Choice Voucher Program on the participant's second anniversary date on or after October 1, 1999. Any new contracts executed on or after October 1, 1999 were subject to the new Housing Choice Voucher Program regulations.

The Section 8 Program is designed to achieve the major objectives below:

- 1) To provide decent, safe, and sanitary housing for very low income families, while maintaining their rent payments at an affordable level.

- 2) To promote freedom of housing, choice and spatial deconcentration of very low -income families of all races and ethnic backgrounds.
- 3) To encourage self -sufficiency of participant families.
- 4) To provide an incentive to private property owners to rent to very low -income families by offering timely assistance payments. The purpose
- 5) of the Administrative Plan is to establish policies for carrying out the Program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in this program.

The Authority is responsible for complying with all changes in HUD regulations pertaining to this program. If such changes conflict with this Plan, HUD regulations will have precedence.

FAIR HOUSING POLICY

It is the policy of the Portsmouth Redevelopment and Housing Authority to comply fully with all Federal, State, and Local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The Authority shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the Authority will provide Federal/State/local information to Voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder's briefing packet.

No individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the Authority's facilities are not accessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

The Authority's Occupancy Office, located at 240 Dale Drive, Portsmouth, Virginia 23704 is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone number.

The Authority's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on Authority forms and letters to all families, and all requests will be verified so that the Authority can properly accommodate the need presented by the disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All Authority mailings will be made available in an accessible format upon request, as a reasonable accommodation.

The Authority utilizes organizations, which provide assistance for hearing- and sight-impaired persons when needed.

A list of accessible units will be provided.

SECTION I

CONDITIONS GOVERNING ELIGIBILITY FOR ADMISSION

A. Eligibility for Admission

The Portsmouth Redevelopment and Housing Authority will admit applicants in the Section 8 Housing Choice Voucher Program, applicants who at the time of admission, meet the following requirements:

- 1) Have in the family composition a head of household who is legally responsible and accountable for the family.
- 2) Have an annual income that does not exceed the applicable income limits for admission approved by the Department of Housing and Urban Development as posted in the Occupancy Office.
- 3) Be a U. S Citizen or a legal non -citizen with eligible immigration status.
- 4) Furnish Social Security Numbers for all family members ages six and older.
- 5) Furnish lead test results for all children seven years of age and younger.
- 6) Satisfy other criteria for admissions, if applicable (see Section XIV).

B. Grounds for Denial of Assistance

Refer to Section XIV, Denial or Termination of Assistance for a listing of grounds for denial of assistance to an applicant. These grounds will also apply to termination of assistance to current participants.

C. Application Procedure

Families who wish to apply for the Section 8 Housing Choice Voucher Program must complete an initial telephone application when application-taking process is open. Applications will be made available in an

accessible format upon request from a person with a disability. Shortly after the receipt of the telephone application, the Occupancy Office schedules individual appointments to complete a written application.

The initial application process results in the family's placement on the pending waiting list. The application is then completed when the applicant attends their scheduled appointment. At this time, the Authority will ensure that verification of all HUD and Authority eligibility factors are current in order to determine the family's eligibility for assistance.

1) Opening/Closing of Application Taking

When the Authority opens the waiting list, the Authority will advertise through public notice in the following newspapers, minority publications and media entities.

CHURCHES IN PORTSMOUTH
(where families less likely to apply/reside)

NAME AND ADDRESS

Churchland Assembly of God
4209 Twin Pines Road
Portsmouth, VA 23703

Highland Baptist Church
3710 Deep Creek Blvd.
Portsmouth, VA 23702

Portsmouth Assembly of God
912 Elmhurst Lane
Portsmouth, VA 23701

Park View Baptist Church
Hatton & Crawford Parkway
Portsmouth, VA 23704

Believers Baptist Church
4500 Peek Terrace
Chesapeake, VA 23321

Port Norfolk Baptist Church
401 Broad Street
Portsmouth, VA 23707

Biltmore Baptist Church
3214 Elliott Avenue
Portsmouth, VA 23702

Surry Street Baptist Church
600 Surry Street
Portsmouth, VA 23707

Collinswood Baptist Church
1030 City Park Avenue
Portsmouth, VA 23701

Westhaven Baptist Church
Caroline & King Street
Portsmouth, VA 23707

Alexander Baptist Church
3801 Turnpike Road
Portsmouth, VA 23707

Church of the Resurrection
3501 Cedar Lane
Portsmouth VA 23703

Bethany Baptist Church
4810 Portsmouth Blvd.
Portsmouth, VA 23701

St. Paul's Catholic Church
518 High Street
Portsmouth, VA 23704

Calvary Baptist Church
2117 London Blvd.
Portsmouth, VA 23704

Portsmouth Christian Church
Detroit at Cambridge Street
Portsmouth, VA 23707

Cradock Baptist Church
Afton Parkway & Harris Road
Portsmouth, VA 23702

First Church of Christ Scientist
3822 King Street
Portsmouth, VA 23707

GroveParkBaptistChurch
1400RodmanAvenue
Portsmouth,VA23707

PortsmouthChurchofGod
2130AirlineBlvd.
Portsmouth,VA23701

HolyCommunionLutheran
Church
6220PortsmouthBlvd.
Portsmouth,VA23701

WesthavenChurchofGod
3516WinchesterDrive
Portsmouth,VA23707

St.Andrew LutheranChurch
4811HighStreetWest
Portsmouth,VA23703

BereanChapel
3725TownePointRoad
Portsmouth,VA23703

PortsmouthChurchofthe
Nazarene
2512BarclayAvenue
Portsmouth,VA23702

CradockMethodistChurch
24ChanningAvenue
Portsmouth,VA23702

BroadStreetUntiedMethodist
Church
300BoardStreet
Portsmouth,VA23707

CentenaryUnitedMeth odist
Church
3312CedarLane
Portsmouth,VA23703

GreenAcresPresbyterianChurch
3135Hanl eyAvenue
Portsmouth,VA23703

St.AndrewsUnitedMethodist
Church
5615PortsmouthBlvd.
Portsmouth,VA23701

WestEndUnitedMethodist
Church
1800RodmanAvenue
Portsmouth,VA23707

SERVICES PROVIDERS

PORTSMOUTH SOCIAL
SERVICES
1701 High Street
Portsmouth, VA 23704

CITY OF PORTSMOUTH,
PERSONNEL
801 Crawford Street
Portsmouth, VA 23704

PORTSMOUTH HEALTH
DEPT.
800 Crawford Parkway
Portsmouth, VA 23704

AMERICAN RED CROSS
700 London Blvd.
Portsmouth, VA 23704

CAVALIER MANOR CENTER
404 Viking Street
Portsmouth, VA 23701

JOSEPH E. PARKER CENTER
2430 Turnpike Road
Portsmouth, VA 23707

NEIGHBORHOOD FACILITY
900 Elm Avenue
Portsmouth, VA 23704

COMMUNITY SERVICES
BOARD
500 Crawford Street
Portsmouth, VA 23704

HOUSING SERVICES

SOCIAL SECURITY ADMIN.
3305 Airline Blvd.
Portsmouth, VA 23703

OASIS
1020 High Street
Portsmouth, VA 23704

SALVATION ARMY
2306 Airline Blvd.
Portsmouth, VA 23701

PORTSMOUTH POLICE
DEPARTMENT
801 Crawford Street
Portsmouth, VA 23704

CRADOCK CENTER
45 Afton Parkway
Portsmouth, VA 23702

KINGMAN HEIGHTS CENTER
105 Utah Street
Portsmouth, VA 23702

PORT NORFOLK CENTER
432 Broad Street
Portsmouth, VA 23707

WILLETHALL
3701 Willet Drive
Portsmouth, VA 23707

JOHN F. KENNEDY CENTER
12 Grand Street
Portsmouth, VA 23707

DIVISION
1701HighStreet
Portsmouth,VA23704

VIRGINIAPOWER
1600HamiltonAvenue
Portsmouth,VA23707

PORTSMOUTHSCHOOL
BOARD
801CrawfordStreet
Portsmouth,VA23704

COMMONWEALTHGAS
900LoundounAvenue
Portsmouth,VA23707

FOODSTAMPISSUANCE
CENTER
1625HighStreet
Portsmouth,VA23704

VISITORS INFORMATION
CENTER
6 Crawford Parkway
Portsmouth, VA 23704

PORTSMOUTH PARKS AND
REC. DEPT.
801 Crawford Street
Portsmouth, VA 23704

PORTSMOUTH AREA UNITED
FUND
Attn.: Mr. John Nazzaro
P.O. Box 668
Portsmouth, VA 23705

DISABLED AMERICAN
VETERANS,
CHAPTER #27
3027 Portsmouth
Portsmouth, VA 23704

FIFTH COAST GUARD
DISTRICT
Attn.: Housing Officer
431 Crawford Parkway
Portsmouth, VA 23704

TIDEWATER BUILDERS
ASSOCIATION
2117 Smith Avenue
Chesapeake, VA 23320

JEWISH FAMILY SERVICES OF
TIDEWATER, INC.
7300 Newport Avenue
Norfolk, VA 23505

MILLER HOME & DAYCARE
NURSERY
1400 Camden Avenue
Portsmouth, VA 23704

FLYNN CHRISTIAN

PARK PLACE
1900 Columbus Avenue
Portsmouth, VA 23704

PORTSMOUTH CREDIT
UNION
801 Crawford Street
Portsmouth, VA 23704

CONTACT TIDE WATER
P.O. Box 23
Virginia Beach, VA 23458

THE PLANNING COUNCIL
FIRST VIRGINIA BANK
TOWER
Suite 1100
Norfolk, VA 23502

INDEPENDENCE CENTER
15 Koger Executive Center
Suite 100
Norfolk, VA 23502

HOUSING REFERRAL
OFFICE
1530 Scott Center
Portsmouth, VA 23704

IMMIGRATION AND
NATURALIZATION SERVICE
5280 Hanaman Dr., Ground
Level
Norfolk, VA 23513

LEARNING RESOURCE
CENTER
909 First Colonial Road
Virginia Beach, VA 23454

LOUISE W. EGGLESTON
CENTER
780 W. 20th Street
Norfolk, VA 23517

DEAFMISSIONARYCHURCH
3520JohnsStreet
Norfolk,VA23413

NORFOLKSOCIALSERVICES
220W.BrambletonAvenue
Norfolk,VA23510

CHESAPEAKESOCIAL
SERVICES
100OutlawStreet
Chesapeake,VA23323

SUFFOLKSOCIALSERVICES
440MarketStreet
Suffolk,VA23434 -5238

VIRGINIABEACHSOCIAL
SERVICES
3432VirginiaBeachBlvd.
VirginiaBeach,VA

PORTSMOUTHDISTRICT
OFFICE
PORTCENTRECOMMERCE
PARK
601Portcentr eParkway
Portsmouth,VA23704

COXCABLE
5603HighStreetWest#F
Portsmouth,VA23703 -3758

MAMA'SITALIANKITCHEN
182WestOceanviewAvenue
Norfolk,VA23503 -1503

PORTSMOUTHVOLUNTEERS
FORTHEHOMELESS
Attn.:SharonScott
1020HighStreet
Portsmouth,VA23704

MAMA'SWASH&DRY
3113SouthStreet
Portsmouth,VA23704

MAMAJEAN'SCAFE
606AirlineBlvd.
Portsmouth,VA23701

NEWSPAPERS:

THE VIRGINIAN -PILOT &
LEDGER STAR
P.O.Box 2160
Norfolk, VA 23501 -2160

ELECO
101 West Plume Street- 4th Floor
Norfolk, VA 23510

NEW JOURNAL AND GUIDE
(MINORITY)
P.O.Box 209
Norfolk, VA 23501

THE PORTSMOUTH TIMES
P.O.Box 1327
Chesapeake, VA 23327

PORT CITY CONCERNS
P.O.Box 7272
Portsmouth, VA 23707

PORTFOLIO MAGAZINE
5700 Thurston Avenue
Virginia Beach, VA 23455

NATIONAL ORGANIZATION
FOR THE ADVANCEMENT OF
HISPANICS
2614 Sewells Point Road
Norfolk, VA 23513

HAMPTON ROADS
Mail 1000 Regent Univ Drive
Virginia Beach, VA 23464 -9842

BY THE BAY
4824 George Washington
Highway
Portsmouth, VA 23702

DAILY PRESS
7505 Warwick Blvd.
Newport News, VA 23607

SUFFOLK NEWSHEARLD
103 S. Saratoga Street
Suffolk, VA 23434

OTHERS

CHESAPEAKESQUARE
MALL
4200PortsmouthBlvd.
Chesapeake,VA23323

TIDEWATERCOMMUNITY
COLLEGE
PORTSMOUTH CAMPUS
7900CollegeDrive
Portsmouth,VA23703

ADULTLEARNINGCENTER
2801TurnpikeRoad
Portsmouth,VA23707

ALTERNATIVESCHOOL
2200PiedmontAvenue
Portsmouth,VA23704

I.C .NORCOM
1801LondonBlvd.
Portsmouth,VA23704

HUNTMAPPMIDDLE
SCHOOL
3701WillettDrive
Portsmouth,VA23707

CHILDREN'SHOSPITALOF
THEKINGSDAUGHTERS
800WestOlneyRoad
Norfolk,VA23510

VIRGINIAEMPLOYMENT
COMMISSION
3116SouthStreet
Portsmouth,VA23707

HERSHELTER
P.O.Box2187
Portsmouth,VA23702

YMCAOFPORTSMOUTH
4900W.HighStreet
Portsmouth,VA23703

YMCA -PORTSMOUTH
1013EffinghamStreet
Portsmouth,VA23704

MANORHIGHSCHOOL
1401ElmhurstLane
Portsmouth,VA23701

MARYVIEWHOSPITAL
3636HighStreet
Portsmouth,VA23707

PROBATIONANDPAROLE
612CourtStreet
Portsmouth,VA23704

DMV
6400BickfordLand
Portsmouth,VA23703

DIRECTOR
NAVYFAMILYSERVICES
CENTER
8910HamptonBlvd.
Norfolk,VA23505 -1074

SAMARITANHOUSE
2697InternationalParkway
Parkway2,Suite107

WESLEYCOMMUNITY
CENTER

1701ElmAvenue
Portsmouth,VA23704

TIDEWATERLEGALAID
SOCIETY

200HighStreet
Portsmouth,VA23704

PORTSMOUTHCHAMBEROF
COMMERCE –PORTSMOUTH

200HighStreet
Portsmouth,VA23704

ALCOHOLISMRECOVERY
CENTER

EffinghamStreetatCrawford
Parkway
Portsmouth,VA23701

FAIRWOODHOMES

3741ElliottAvenue
Portsmouth,VA23701

BUREAUOFCOLLECT IONS
&DISTRICT

DIVISIONOFCHILD
SUPPORTENFORCEMENT

P.O.Box199
Richmond,VA23288

VASUPPLEMENT
RETIREMENTSYSTEM

BoxX -3
Richmond,VA23207

NEWPORTNEWS
SHIPBUILDINGANDDRY
DOCKCOMPANY

VirginiaBeach,VA23452

CHURCHLANDHIGH
SCHOOL

4301CedarLane
Portsmouth,V A23703

NAVALBASECIVILIAN
PERS.

404GilbertStreet
Bldg.N -26
Norfolk,VA23511

U.S.RAILROAD
RETIREMENT

844RushStreet
Chicago,Ill60611

HOWARDHOMES
APARTMENT

111-½HowardStreet
Portsmouth,VA23707

CITYOFPORTSMOUTH

801CrawfordParkway
Portsmouth,VA23704

NORFOLKNAVALSHIPYARD

Attn.:CivilianPersonnel
Portsmouth,VA23709

NAVALSUPPLYCENTER

BuildingW -143-6
CivilianPersonnelDept.
Norfolk,VA23512

BB&T
3301HighStreet

Attn.:Personnel
NewportNews,VA23607

NORFOLKSHIPBUILDING
ANDDRYDOCK
P.O.Box2100
Portsmouth,VA23701

NAVALREGIONALMEDICAL
CENTER
CIVILIANPERSONNEL
CENTER
Portsmouth,VA23708

PORTSMOUTHSCHOOL
BOARD
P.O.Box998
Portsmouth,VA23704

JUVENILE&DOMESTIC
RELATIONS
DISTRICTCOURT,CLERKS
OFFICE
P.O.Box1073
Portsmouth,VA23705

BUREAUOFRETIREMENT,
INSURANCE&HEALTH
1900E.StreetNW
Washington,DC20415

VIRGINIAEMPLOYMENT
COMMISSION
Attn.:InformationControl
RH12RequestersI.D.#
P.O.Box1358
Richmond,VA23211 -1358

CHINATOWNEXPRESS

Portsmouth,VA23707

NORFOLKREDEVELOPMENT&HSG.
AUTHORITY
Attn.:Personnel
201GranbyMall
Norfolk,VA23501

WACHOVIA BANK
P.O.Box12602
Norfolk,VA23510

VETERANS
ADMINISTRATION
210FranklinRoadS.W.
Roanoke,VA24011

CITYOFNORFOLK
1stFloor,EastWing
CityHallBuilding
Norfolk,VA23501 -1531

BODDIENOELLEENTERPRISE
316N. GreatNeckRoad
VirginiaBeach,VA23454

JOEL'SCHINESE TAKEOUT
3525VictoryBlvd.
Portsmouth,VA23701

MAMACHAN'S
3934GeorgeWashingtonHwy.
Portsmouth,VA23702

ORIENTALTRADE
4507GeorgeWashingtonHwy.
Portsmouth,VA23702

6521PortsmouthBlvd.
Portsmouth, VA23701

FORMOSACHINESE
RESTAURANT
2910HighStreet
Portsmouth, VA23704

JOYGARDENRESTAURANT
5774ChurchlandBlvd.
Portsmouth, VA23703

MAMAMIAITALIAN
RESTAURANT
3810GeorgeWashingtonHwy.
Portsmouth, VA23707

MARIO'SITALIAN
RESTAURANT
611AirlineBlvd.
Portsmouth, VA23701

AUTHENTICSCHOOLOF
KARATE
3960TurnpikeRoad
Portsmouth, VA23701

PORTSMOUTHREPUBLICAN
WOMEN
C/OMs.KendallRhodes
3412ChurchhillDrive
Portsmouth, VA23703

ELCOQUI
333EffinghamStreet
Portsmouth, VA23708

ORIENTALTOUCH
3519VictoryBlvd.
Portsmouth, VA23701

CHINAGARDEN
500MiddleStreet
Portsmouth, VA23704

NAVALOFFICERSWIVES
C/OMs.FriedaDuny
5325ParliamentDrive
VirginiaBeach, VA23462

NATIONALASSOCIATIONOF
UNIVERSITYWOMEN
C/OMs.BessieRichards
3412WakefieldDrive
Portsmouth, VA23703

METROINFORMATIONSERV
208GoldenOakCt., Suite1500
VirginiaBeach, VA23452
BAYVIEWPHYSICAL
BAYVIEWPHYSICAL
THERAPY&WELLNESSCTR
7930-FChesapeakeBlvd
Norfolk, VA23518

PLANNEDPARENTHOODOF
SOUTHWESTERNVIRGINIA
425 W.20thStreet
Norfolk, VA23666

WILLISGRILL
6360NewtownRoad
Norfolk,VA23502

COMEDYCLUB
4801ShoreDrive
VirginiaBeach,VA23455 -2715

CASTALDI'SMARKETAND
GRILL
300MonticelloAvenue
Norfolk,VA23510

VIRGINIABEACHPAVILION
CONVENTIONCENTER
100019thStreet
VirginiaBeach,VA23451

SEHABLAESPANOL
721GranbyStreet
Norfolk,VA23510

GOODWILLINDUSTRIES
828E.LittleCreekRoad
Norfolk,VA23517

THEPLAZAROLLER
SKATINGRING
1924EastPembrokeAvenue
Hampton,VA23663 -1325

GREATW ALL
3355WesternBranchBlvd.
Chesapeake,VA23703

URGANLEAGUEOF
HAMPTONROADS,INC.
840ChurchStreet
Norfolk,VA23510

HAGWOODMASTER
CLEANER
6083W.HighStreet
Portsmouth,VA23703

AMERICANCANCER
SOCIETY
EASTERNAREAOFFICE
2730WilsmereAvenue
Norfolk,VA23513

HEALTHCARE
MANAGEMENTSYSTEMS
355CrawfordStreet
Portsmouth,VA23705

FOODBANKOF
SOUTHEASTERNVIRGINIA
P.O.Box1940
Norfolk,VA23501

HISPANICAPOSTOLATEOF
TIDEWATER
269ClearfieldAvenue
VirginiaBeach,VA23462

GIRLSINCCENTERFOR
YOUTH

RAILROADRETIREMENT
ROAD
616GranbyMall
Norfolk,VA23510

5905 Portsmouth Blvd.
Portsmouth, VA 23701

SENIOR CITIZEN CENTER
924 W 21st Street
Norfolk, VA 23510

SEISHINKAI MARTIAL ARTS
107-C First Colonial Road
Virginia Beach, VA 23454

UNITED SERVICES PLANNING
ASSOC.

1214 Progressive Drive
Chesapeake, VA 23320

WOMENSCLUB

WOMENSCLUB OF
PORTSMOUTH
C/O Mrs. Rita Costell
3157 Holly Cliff Lane
Portsmouth, VA 23703

PORTSMOUTH AREA
GARDEN CLUB
C/O Mrs. R. V. Geabhart, Jr.
5112 Warrington Drive
Suffolk, VA 23435

SOUTH LOXLEY GARDEN
CLUB
C/O Mrs. James L. Hooks
100 York Drive
Portsmouth, VA 23701

MERRIFIELD GARDEN
CLUB
C/O Mrs. Betty Osborne
3935 Merrifield Blvd.
Portsmouth, VA 23703

PORT NORFOLK GARDEN
CLUB
C/O Mrs. Audrey Overton
2709 Bayview Blvd.
Portsmouth, VA 23707

STERLING POINT GARDEN
CLUB
C/O Mrs. Murry Shipman

WATERVIEW GARDEN CLUB
C/O Mrs. James P. Kirsch
304 Rockbridge Road
Portsmouth, VA 23707

OAKWOOD GARDEN CLUB
C/O Mrs. Eunice McPherson
311 Leonard Road
Portsmouth, VA 23701

SPADE TROWEL GARDEN
CLUB
C/O Mrs. J. N. Maxey
530 Broad Street
Portsmouth, VA 23707

MID-CITY GARDEN CLUB
C/O Mrs. C. W. Parker
2329 Springdale Road
Chesapeake, VA 23323

WESTHAVEN GARDEN CLUB
C/O Mrs. C. R. Robinson
4616 Westmorland Terr
Portsmouth, VA 23707

ST. JOHN'S MEN'S CLUB
C/O Mr. Lewis Raxter
233 Riverside Drive
Portsmouth, VA 23707

RIVER EDGE GARDEN CLUB
C/O Mrs. Carl Brewer

2605SterlingPointDrive
Portsmouth, VA23707

WESTPARKVIEWGARDEN
CLUB
C/OMrs.H.A.Wright
1519SpratleyStreet
Portsmouth, VA23704

PARKMANORCIVIC
LEAGUE
Mr.GeneBaldwin
404TareytonLane
Portsmouth, VA23701

WESTHAVENPARKCIVIC
LEAGUE
C/OMs.CarrieByrun
3717WesthavenBranchBlvd.
Portsmouth, VA23707

WESTPARKVIEWCIVIC
LEAGUE
C/OMr.RichardCrawford
1517MatthewsTerrace
Portsmouth, VA23704

MERRIMACPOINTCIVIC
LEAGUE
C/OH.E.Hagler
104MonitorRoad
Portsmouth, VA23707

HODGESMANORCIVIC
LEAGUE
C/OMr.Ber nardJernigan
727BrunswickRoad

326TareytonLane
Portsmouth, VA23701

MERRIFIELDSCIVIC
LEAGUE
C/OMr.RobertBarnes
5009GreenbrookDrive
Portsmouth, VA23707

LONGPOINTCIVICLEAGUE
C/OMrs.StaughGriffin
6AhoyCourt
Portsmouth, VA23703

SIMONSDALECIVICLEAGUE
C/OMr.JackHall
112MimosaRoad
Portsmouth, VA23701

SWEETBRIERGARDENCLUB
C/OMrs.JohnCobb
5207SweetbriarCircle
Portsmouth, VA23703

NORTHSIE STAGARDEN
CLUB
C/OMrs.RichardBurton
3616LilacDrive
Portsmouth, VA237073

Portsmouth, VA23707

WESTWOODGARDENCLUB
C/OMrs.ByronEberly
301ParkRoad
Portsmouth, VA23707

FORESTPINEGARDENCLUB
C/OMs.IdaM.Faison
4809ThornwoodStreet
Portsmouth, VA23703

SOCIALSECURITY
11828Fishing PointDrive
NewportNews, VA23606

DEPARTMENTOFTHENAVY
NAVYFINANCE -CENTER
AnthonyJ.Celebreeze
FederalBuilding
Cleveland, OH44199 -2055

PORTSMOUTHDISTRICT
OFFICE
PORTCENTERCOMMUNITY
PARK
661PortCentreParkway
Portsmouth, VA23704

PORTSMOUTHPUBLIC
LIBRARY
ChurchlandBranch
3215AcademyAvenue
Portsmouth, VA23703

PORTSMOUTHPUBLIC
LIBRARY
CradockBranch
28ProspectParkway
Portsmouth, VA23702

CEDARPOINTGARDEN
CLUB
C/OMrs.W.H.Ellsworth
900MelvinDrive
Portsmouth, VA23701

NORFOLKSCHOOLBOARD
Attn.:Personnel
800EastCityHallAvenue
Norfolk, VA23501

SENTARANURSINGHOME
4201GreenwoodDrive
Portsmouth, VA23701

DEPTOFSOCIALSERVICES
COLLECTIONAND
MONITORINGUNIT
P.O.Box213
Richmond, VA23288

DEPTOFVETERANS
AFFAIRS
HAMPTONMEDICALCOURT
Attn.:CarlPendlaton
Hampton, VA23663

WASHKING& COIN-OP
3582TownPointRoad
Portsmouth, VA23703

HISPANICCHRISTIAN
COMMUNICATIONS
NETWORK
4308HudginsDrive
VirginiaBeach, VA23455

PORTSMOUTH PUBLIC
LIBRARY
Manor Branch
1401 Elmhurst Lane
Portsmouth, VA 23701

NATIONAL ORGANIZATION
FOR ADVANCEMENT OF
HISPANICS
2614 Sewell Point Road
Norfolk, VA 23513

MILITARY NEWSPAPERS OF
VIRGINIA
5423 Henneman Drive
Norfolk, VA 23513

DOMINION CLEANERS
2048 Victory Blvd.
Portsmouth, VA 23702

SCOTT FREE LAUNDRY MAT
2208 Rodman Avenue
Portsmouth, VA 23707

TELEVISION

WAVYTV –CHANNEL10
300WAVYStreet
Portsmouth,VA23704

WGNTUPN –27
1318SpartleyStreet
Portsmouth,VA23704

WHRO –TV15
5200HamptonBlvd
Norfolk,VA23508

WTKRTV3&WTVZ –WB33
900GranbyStreet
Norfolk,VA23510

WVEC –TVCHANNEL13
613WoodisAvenue
Norfolk,VA23510

WVBTTVCHANNEL43
301WytheStreet
Portsmouth,VA23704

RADIOSTATIONS

WTAR –AM
500DominionTower
999WatersideDrive
Norfolk,VA23510

WNOR –FM99
870GreenbrierCircle
Suite399
Chesapeake,VA23320

WGH –AMANDFM97WVCL
(EAGLE97)KOOL95.7
5589GreenwichRoad
VirginiaBeach,VA24462

WWDE –101.3FM(2WD)
236ClearfieldAvenue –Suite
206
VirginiaBeach,VA23462

WCMSFM –100AM –1050
900CommonwealthPlace
VirginiaBeach,VA23464

WNIS790AM
500DominionTower
999WatersideDrive
Norfolk,VA23510

WFOG –92.9FM
5589GreenwichRoad
Suite200
VirginiaBeach,VA23510

WJCD –CD105.3
1003NorfolkSquare
Norfolk,VA23502

WSVY107.7FM&92.1FM
(MINORITY)
1003NorfolkSquare
Norfolk,VA23502

WOWI –103JAMZ
(MINORITY)
1003NorfolkSquare
Norfolk,VA23502

WPCE –AM(MINORITY)
645ChurchStreet
Norfolk,VA23510

WNVZ –104.5FM
236ClearfieldAvenue
Suite206
VirginiaBeach,VA23462

WXEZEZ -94
4026GeorgeWashington
MemorialHighway
Yorktown,VA23692

This Notice Will Contain:

- a. The dates, times, and the locations where families may apply
- b. The programs for which applications will be taken
- c. Limitations, if any, on whom may apply

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the Authority's address and telephone number, how to submit an application, and information on eligibility requirements.

Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

2) Application Suspension

If the Authority determines that applicants must wait more than twelve months to be selected from the waiting list, it may publish a notice informing the public that applications will no longer be accepted and the effective date. When applicants will not have to wait more than twelve months to be selected, the Authority will publish a notice that it will begin accepting applications on a specified date. These notices will be distributed to the same media services or organizations denoted in Item 1 above.

3) “Initial” Application Procedures

The purpose of the pre-application is to permit the Authority to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application

will contain questions designed to obtain the following information:

Names of adult members and ages of all members

Sex and relationship of all members

Street address and phone numbers

Mailing address (if P.O. Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding disabilities relating to program requirements (i.e., deductions)

Information related to qualification for preferences

Social Security Numbers

Race/ethnicity

Citizenship/eligible immigration status

(Arrests/Convictions) for drug related or violent criminal activity

Request for specific accommodation needed to fully utilize program and services

Previous address

Current and previous landlords names and addresses

Emergency contact person and address

Program integrity questions regarding previous participation in HUD Program

Preapplication will not require an interview. Final eligibility will be determined when the full application process is completed and a information is verified.

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Applicants are required to inform the Authority (in writing), within 15 days of occurrence of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the Authority to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

4) **Applicant Interview Requirement**

The Authority utilizes the full application interview to discuss the family's circumstances in greater detail to clarify information, which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other Authority services or programs, which may be available.

It is the applicant's responsibility to reschedule the interview if she/he misses the appointment. If the applicant does not reschedule or misses scheduled meetings, the Authority will reject the application.

Applicants, who fail to appear and want to reschedule a missed appointment, must make the request to reschedule no later than five working days from original appointment date.

If an applicant fails to appear for a pre-scheduled appointment, the Authority will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

If an applicant fails to appear for the interview without prior approval of the Authority, their application will be denied unless they can provide acceptable documentation to the Authority that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review.

All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms by the Authority, the declarations and consents related to citizenship/immigration status and any other documents by the Authority. Applicants will be required to sign specific verification forms for information, which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and releases required by the Authority.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full-time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of Voucher issuance.

If the Authority determines at or after the interview that additional information or document(s) are needed, the Authority will request the document(s) or information in writing. The family will be given 30 days to supply the information.

If the information is not supplied in this time period, the Authority will provide the family a notification of denial for assistance.

5) **Removal of Names from Waiting List**

The Authority will remove names from the waiting list for the following reasons:

1. An applicant requests removal in writing
2. Failure to respond to requests for information or updates
3. A letter sent to the applicant is returned with no forwarding address available, or
4. For refusing offers of assistance

If an applicant was removed from the waiting list for failure to respond, the applicant may submit a written request to reopen their application for the waiting list. The application will be reopened if the request is received within 30 days from the date of removal. If the request is received between 30 to 90 days from the date of removal, it will be reviewed and a decision made by the Occupancy Officer. If the request is more than 90 days old, the applicant must re-apply for admission, exceptions may be considered in extenuating circumstances, such as disability or hospitalization, etc.

6) **Final Determination and Notification of Eligibility**

After the verification process is completed, the Authority will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the Authority, and the current eligibility criteria in effect.

a) If the family is determined to be eligible, the Authority will mail a notification of eligibility specifying:

- 1) that the applicant is eligible, and

- 2) the local preference category and the approximate waiting period before a voucher can be issued
- b) If the family is determined to be ineligible, the Authority will mail a notification of ineligibility specifying:
- 1) that the applicant is ineligible and the reasons therefore, and
 - 2) that the applicant may submit a written request to the Authority for an informal review.

SECTION II - SELECTION OF APPLICANTS

A. Types of Admissions

- 1) Normal Waiting List Admission
- 2) Special Admission

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preference, nor are they required to be on the program waiting list. Priority admissions must be approved by the Authority's Executive Director, or his designee, in cases of unforeseen circumstances, etc. The Authority maintains separate records of these admissions.

B. Preference for Selection

The Authority will give preference of selection to applicants who qualify for a local preference, based upon points and date and time of application.

Local Preferences

Preferences established by the Authority

and supported by the community for use in selection among applicants. At the time of application and subject to appropriate verification, each applicant claiming a local preference will be given points determined as follows:

LOCAL PREFERENCES POINTS

Resident(living or working)	10
Working Families	10
(If head or spouse, or sole member is 62 or older or receiving social security, disability or SSI, or any payments based on an individual's inability to work, they are considered a working family.)	
Graduates of Educational and/or Training Programs that are designed to prepare individuals for the job market	8
Homelessness	5
To avoid foster care placement or to reunite families	4
Active participants in educational and/or training programs that are designed to prepare individuals for the job market	5
Families living in overcrowded housing	4
Veteran	3

Verification Needed:

Certification is needed for all above. These certifications may be obtained from education/job training institutions, social service agencies, agencies servicing the homeless, Veterans Administration and landlords/owners. Certification from the landlord/owner must be notarized.

Non-Preference

A family is considered non -preferenced if they claim no other preferences, as outlined above.

NOTE:

Preference may not be given to an applicant if any member of the family is a person who was evicted during the past three years because of drug related criminal activity from any housing assisted program. However, an admission may be given if the Authority determines that the evicted person:

- (1) Has successfully completed a rehabilitation program approved by the Authority.
- (2) Clearly did not participate in or know about the drug related activity; or
- (3) No longer participates in any drug related criminal activity.

With local preferences, priority shall be given to persons living, working or expecting to work in the City of Portsmouth.

C. Screening

The Authority informs the owner that tenant screening is an owner responsibility and that the Authority has not screened the family (except for criminal records). The Authority will provide the owner the family's current address and if known,

the name and address of the owner at the family's current and prior address. Other information may be provided regarding drug trafficking history, tenancy history, rent and damage history.

D. Income Targeting

At least 75% of families that are initially provided assistance in each fiscal year will have incomes no higher than 30% of the area median.

When the Authority has met the 75% requirement, lower income families will be skipped to offer assistance to higher income families.

SECTION III - SUBSIDY STANDARDS

The Authority establishes subsidy standards for the determination of Voucher bedroom size, which provide for a minimum commitment of subsidy while avoiding overcrowding. The Authority does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher.

The family unit size is the size of the Voucher, is listed on the Voucher, and remains the same as long as the family composition remains the same, regardless of the actual unit size rented. The family unit size is used to determine the maximum subsidy for a family assisted in the Voucher Program.

The Authority assigns one bedroom to two people within the following guidelines:

Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults will be allocated a separate bedroom.

Foster children will be included in determining unit size only if they will be in the unit for more than (12) months.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendants' family.

Space may be provided for a child who is away at school, but who lives with the family during school recesses.

Adults of different generations will have separate bedrooms.

A. **GUIDELINES FOR DETERMINING VOUCHER SIZE**

HQS	Voucher Size	Persons in Household		Maximum
		Minimum#	Maximum#	
	1 Bedroom	1	3	
	4			
	2 Bedrooms	2	5	6
	3 Bedrooms	3	7	8
	4 Bedrooms	4	9	10
	5 Bedrooms	5	11	12

B. **CHANGES IN VOUCHER SIZE**

Changes for Applicants

The Voucher size is determined prior to the briefing by comparing the family composition to the Authority's subsidy standards. If an applicant requires a change in the voucher size, the following guidelines will apply:

Requests for Exception to Subsidy Standards for Applicants

The family may request a larger size Voucher than dictated by the Authority's standards. Such request must be made in writing within ten days of the Authority's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

The Authority will not issue a larger Voucher due to additions of family members, other than by birth, adoption, marriage, or court-awarded custody.

The Authority shall grant exceptions from the standards if the family requests and the Authority determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

Persons who cannot occupy a bedroom because of a verified medical or health reason

Elderly persons or Persons with disabilities who may require live-in attendant

Requests based on health related reasons must be verified by a doctor/medical professional/social service professional.

Changes for Participants

The members of the family residing in the unit must be approved by the Authority. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case, the family must inform the Authority within ten days.

C. TRANSFER WAITING LIST

When a change in family composition requires the issuance of another size Voucher.

Families will be selected from the Transfer List before families are selected from the applicant waiting list when applicable.

Families will be selected from this list in the following sequence:

1. A participant family (whose family composition has been approved by the Authority) who requires a change in Voucher size because they are living in a unit, which is overcrowded according to the Housing Quality Standards.
2. A participant family (whose family composition has been approved by the Authority) who requires a change in Voucher size under the Subsidy Standards, but not under Housing Quality Standards.
3. All others who require a transfer as determined by the Authority.

D. UNIT SIZE SELECTED

The family may select a different sized dwelling than that listed on the Voucher. There are criteria to consider:

1. The Authority uses the Payment Standard for the Voucher size or the unit size selected by the family, *whichever is less*.
2. **Utility Allowance:** The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
3. **Housing Quality Standards:** The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table as outlined previously in Guidelines for Determining Voucher Size.

SECTION IV - COMPUTATION OF TOTAL TENANT PAYMENT

A. VOUCHER PROGRAM

Under the Housing Choice Voucher Program, the monthly assistance payment for a family that rents a unit below the Payment Standard is the gross rent minus the Total Tenant Payment (TTP). The TTP is the highest of:

1. 30% of monthly adjusted income; or
2. 10% of monthly income; or

3. Minimum rent as established by the Authority.

B. MINIMUM RENTS

The Department of Housing and Urban Development requires the Authority to implement a minimum rent for the Voucher program. The minimum rent refers to a minimum family contribution and must include any applicable allowance for tenant paid utilities.

The Authority will grant exceptions to the minimum rent requirements for the following hardship circumstances:

1. The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance.
2. The family would be evicted as a result of the minimum rent requirement.
3. The income of the family has decreased due to loss of employment, death in the family or other circumstances as determined by the Authority.

If a family requests a minimum rent hardship exception, the Authority will suspend payment of the minimum rent beginning the month following the family's hardship request.

The Authority will determine promptly whether the hardship exists and whether it is temporary or long term. If the Authority determines that no hardship exists, a minimum rent is imposed retroactive to the time of suspension.

If the Authority determines that the hardship is temporary, a minimum rent may not be imposed for a period of 90 days from the date of the family's request. At the end of the 90 – day suspension period, a minimum rent is imposed retroactively to the time of suspension. A reasonable repayment agreement must be offered for any minimum rent back payment by the family.

If the Authority determines that the hardship is of long -term duration, the Authority will exempt (retroactively to the date of

the family's request for a minimum rent exception) the family from the payment of the minimum rent until the hardship no longer exists.

C. TWO-YEAR PHASE-IN OF RENT CONTRIBUTION INCREASE

Effective October 1, 1999, the assisted housing 18 month earned income disallowance was eliminated and replaced by the 12 month earned income disregard savings account.

Disallowance of earned income from rent determinations for a family member who:

- Experienced an increase in income due to employment and who was previously unemployed for one or more years, or
- Experienced an increase in income due to the participation in any family self-sufficiency or other job training program, or
- Was or is an assisted family under TANF and whose income increased.

Rent increase will be phased in over a two-year period as follows:

- No increase for the first 12 months beginning on the date of such employment.
- After initial 12-month disallowance, the rent will not be increased by more than 50% of the amount to the total rent increase normally applicable in the absence of this provision.
- Eligible families can choose to accept the income disallowance or have the Authority deposit rental increases into escrow saving accounts.

SECTION V

VOUCHER ISSUANCE AND BRIEFINGS

A. Issuance of Vouchers

As Vouchers become available, the Authority will assign the next available Voucher to the family whose name is next on the waiting list. If the family refuses the Authority's first offer of a Voucher, they will not lose their place on the waiting list. If the family refuses the second offer of assistance, the Authority may remove the family from the waiting list.

B. Targeted Vouchers (Housing Conversions)

Special admissions may occur when the Department of Housing and Urban Development (HUD) allocates funding for families residing in specific housing. The funding is designated for families in specifically identified circumstances without regard to waiting list status. Families are not required to be on the waiting list. Rules regarding administration of these vouchers vary from regular housing choice voucher rules with regard to the payment standard used. HUD notices specify special rules to be used for administration of assistance to families that are affected by housing conversion actions. After all designated families have been assisted and when the housing choice voucher turns over, the funding will be used for families on the Authority's regular waiting list in accordance with the policies in Section II and Section V (A) (Voucher Issuance).

C. Extensions and Expirations

If the family is unable to find a unit that meets Section 8 Program requirements within 60 days, the Voucher will expire. The family may request that the Authority extend the Voucher for up to a maximum of 60 additional days in 30 -day intervals.

This 120 -day maximum also applies to reasonable accommodation for a disabled person. However, during the extension period, the family is to report to the Program Officer, bi-weekly on their progress in finding a unit. The Authority may approve the request for an extension at its discretion. If the Voucher expires before the family locates a unit that meets Section 8 Program requirements, the Authority will notify the family by letter that their Voucher has been terminated.

If the family needs and requests an extension of the initial Voucher term as a reasonable accommodation to make the program accessible for a person with a disability, the Authority will extend the term up to 120 days from the beginning of the initial term. The Authority is allowed to approve extensions beyond 120 days.

The following factors will be considered when granting extensions:

1. Extenuating circumstances, such as death or illness.
2. Whether or not the family submitted Request For Approval of Tenancy, which the Authority disapproved.
3. Whether family size or other special requirements made finding a unit difficult.

D. Briefing Sessions

The Authority will conduct briefing sessions to:

- 1. Explain the Section 8 Program requirements to new program participants.**
2. Distribute a briefing packet that includes information to help participants become familiar with the Section 8 Program, as well as, in finding a unit that meets the program's requirements. Refer for a complete description of briefing contents. (See definition for Briefing Session Packet.)

3. Explain family and owner responsibilities. (Refer to Sections XII and XIII).
4. Assist participant having problems in securing a unit within the Payment Standards or which meets the Program's housing quality standards, or is having difficulties in obtaining the landlord's cooperation, the Authority will make every effort to assist the eligible family. In the event that a participant informs the Authority of alleged discrimination by an owner or agent, the Authority will refer the case to the Fair Housing Office in accordance with the approved Fair Housing Plan and Equal Opportunity Housing Plan.

At the briefing session, the family may ask questions and discuss the information provided to understand clearly their rights, duties, and obligations as participants, as well as owner responsibilities.

E. Leasing a Unit:

1. When the family wishes to lease a unit, they must submit to the Authority the following documents signed both by the family and the owner, except for the proposed lease, which is signed when it is executed:
 - a. Request For Tenancy Approval (RFTA)
 - b. A non-executed copy of the proposed lease

The Authority will not permit the family to submit more than one Request For Approval of Tenancy. If the unit is not approved, the family will be advised and provided with another set of documents to obtain another unit.

The Request will be approved if:

1. The unit is an eligible type of housing

2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable
4. The security deposit amount is approvable
5. The proposed lease complies with HUD and Authority requirements (and State and Local law).
6. The owner is approvable, and there are no conflicts of interest

The Request will be disapproved if:

The Authority determines that if the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The Authority will instruct the owner and the family of the steps that are necessary to approve the Request.

The owner will be given ten (10) calendar days to submit an approvable RFTA from the date of disapproval.

When, for any reason, an RFTA is not approved, the Authority will furnish another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The time limit on the Voucher will be suspended while the RFTA is being processed.

F. Unit Inspection

The Authority will inspect the unit to determine if the unit meets HQS for both performance and acceptability. The unit will be inspected within 15 days after the family and owner submit a Request For Approval of Tenancy. The Authority will notify the owner of any items that do not meet these standards. The Authority will require that the owner correct all items before the execution of HAP Contract.

G. Security Deposit

The owner may collect a security deposit from the tenant. However, the Authority may prohibit security deposits in excess of amounts charged by the owner for unassisted tenants. The owner may list the security deposit, plus any interest accrued, as reimbursement for any unpaid rent payable to the tenant, damages to the unit, or other amounts the tenant may owe. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. The owner must reimburse the tenant promptly for any unused balance of the security deposit. If the security deposit is not sufficient to cover amounts the tenant owes, the owner may seek to collect the balance from the tenant. The Authority will no longer pay claims for damages and non-payment of rent for contracts executed with document forms dated September 14, 1995, or after.

H. Execution of HAP Contracts

After the Authority determines that the owner has met all applicable program requirements, it will execute the HAP Contract with the owner. The Authority will meet with the owner to execute the HAP Contract. The Authority will keep a copy of the HAP Contract, the lease, the Tenancy Addendum, the Request For Tenancy Approval and inspection reports in the participant file.

I. Absence of Entire Family (See Family Obligation #22)

A family may not be absent from a unit longer than 120 consecutive calendar days without having their Section 8 assistance terminated. The family must contact the Authority within 10 days of its absence from the unit.

J. Family Separation

If a family breaks up, the Section 8 assistance will remain with members staying in the unit, unless a member was forced to leave because of actual or threatened physical violence. The

Authority will determine who should continue to receive the housing assistance based on the circumstances.

K. HAP Payment Late Fees

The family will not be responsible for payment of any late fees due to late receipt of HAP payments from the Authority. The HAP contract will provide penalties against the Authority for late payment of housing assistance payments due to the owner under the contract. If housing assistance payments are not paid promptly when due, the Authority shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. The Authority shall not be obligated to pay any late payment penalty if HUD determines that late payment by the Authority is due to factors beyond the Authority's control.

L. Information to Owners

The Authority is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord, if known.

The Authority will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The Authority will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

The Authority will provide documented information regarding tenancy history for the past three years to prospective landlords, upon written request from the landlord.

The Authority will provide the following information based on documentation in its possession:

Eviction history
Damage to rental units
Other aspects of tenancy history (specify)
Drug trafficking by family members

The information will be provided in writing.

Only the Program Officer or her designee, may provide this information. The Authority's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

M. Family Moves

- 1) Families will not be permitted to move within the Authority's jurisdiction during the initial year of assisted occupancy.
- 2) Families will not be permitted to move more than once in a 12-month period.
- 3) The Authority will deny permission to move if there is insufficient funding for continued assistance. The Authority will deny permission to move if:
 - a) The family has violated a family obligation
 - b) The family owes rent to the Authority, or another Housing Authority for Section 8 or Public Housing assistance under the United States Housing Act of 1937.
 - c) The family has not provided the Authority and owner with a copy of a vacate notice following the terms of the lease.

The Program Officer may make exceptions to these restrictions if there is an emergency reason for the move, over which the participant has no control.

- 4) The Authority may require a family to move to a smaller or larger unit if the household no longer meets the subsidy standards described in Section III as follows:
 - a. If the Authority requires a family to move during the first twelve months of a new lease, the family must negotiate with their owner to terminate the lease. The Authority will issue a Voucher of the proper size to the family at the annual recertification and require the family to locate other housing.
 - b. If the Authority requires a family to move at other times (i.e., owner breach of HAP Contract, required move to a larger or smaller unit, etc.), the Authority will issue a Voucher to the family and the family will locate housing of the appropriate size. The family must comply with lease requirements concerning proper notice to vacate. If the family refuses to move under these circumstances, their assistance may be terminated.

N. Termination of Tenancy

1. During the first year of the family's tenancy, the owner will not terminate the tenancy, except for:
 - a. the family's serious or repeated violations of the terms and conditions of the lease,
 - b. violation of federal, state, or local laws concerning the occupancy or use of the dwelling unit and surrounding premises, or
 - c. other good cause. During the first year of the term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner bases the termination on something the family did or failed to do. These actions include non-payment of rent and criminal activity, to include drug-related criminal activity.

2. After the first year of tenancy, the owner may terminate the tenancy by giving the required notice of their intention. Termination for “other good cause” after the first year of tenancy could include reasons other than tenant actions, such as the owners desire to use the unit for personal or family use.
3. The tenant may terminate the lease after the first year of occupancy after giving the required notice. However, moves are limited to not more than one during a 12-month period after the first year of occupancy.

SECTION VI -RECERTIFICATION

A. Annual

Families are required to be recertified at least annually. Family members must report and verify their U.S. Citizenship/eligible immigrant status.

When families move to another dwelling unit: An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability.

The annual recertification process will commence 90 days prior to the anniversary date of the lease. The Authority will schedule the required interview to re-certify a family's income for the next 12 months. The procedures governing this process are as follows:

1. The resident is to be notified of commencement of recertification 90 days prior to the anniversary date of the lease term. The resident must complete a Personal Declaration form, authorizing the release of information, and verification forms are processed and forwarded.

Verification data is to be reviewed and evaluated as it is received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion.

As verification of all necessary items for each application is completed, a summary of the verified information is to be prepared. The summary is to cover the following items and the basis for such determinations:

- a. Eligibility of the resident group as a family or as a remaining member of a family;
- b. Size of dwelling required; and
- c. Rent which the family is to pay

The Total Tenant Payment and HAP are to be implemented on the HAP Register immediately following the anniversary date of the individual lease term (i.e., the month following lease expiration).

- 2. An inspection of the unit will be made to ensure the unit still meets the Housing Quality Standards.

- a. Annual Review of Utility Allowances

Utility allowances will be adjusted annually for a utility category, if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised.

- b. Review of Owner's Request for Annual Increases

Participating owners have the right to request rent increases. These requests have to be submitted in writing 60 days prior to the anniversary date of the lease. The reasonableness of the rent has to be determined and the annual inspection of the unit has to be performed. There are no limits on rent increases, which the owner can impose. Owners are required to give tenants a 60-day written notice.

When the review of the owner's request is completed, the Authority will review the Inspection Report for the Annual Reinspection. If the increase has been approved and the unit meets reinspection standards, the Authority will compute

the new Housing Assistance Payment. The Authority will notify the owner of the approval of his request, specifying the new amount of the HAP, and indicating the date upon which these will go into effect. The family will be notified of the rent increase, indicating what portion they pay the owner. If the owner's request is denied because the unit has failed to pass inspection or because the requested increase is too high, the owner will be notified of the date by which the condition must be resolved.

All changes in payments as a result of these annual procedures will be transmitted to the Director of Finance through a Payments Authorization indicating the new amount of the payment and the reason for the change. All rent adjustments resulting from annual increases will be processed in time for the first payment following the anniversary date of the lease.

B. Monitoring the Adequacy of Fair Market Rents and Utility Allowances

On an ongoing basis, the Authority will update, expand, and analyze its data regarding average rents in the City of Portsmouth to determine the adequacy of published Fair Market Rents.

1. Families determined to be Ineligible for continued Participation

If a family is determined to be ineligible for further assistance in the Section 8 Program, the Authority will notify them by letter of determination, the reasons therefore, and of the family's right to request an informal hearing according to the Authority's informal hearing process (see Section XVII).

2. Notifications:

The Authority will notify the family and the owner in writing at least 30 days in advance of any increases or decreases in their portion of the rent or HAP payment, as applicable.

3. Terminations:

If the annual/interim reexamination results in the family's portion of the rent equaling the gross rent, the Authority will notify the owner and the family that it will stop the Housing Assistance Payment (HAP) Contract and that the family will be responsible for the full rent. The HAP Contract will terminate after six months.

C. Interims

Program participants must report all changes in household composition to the Authority between annual recertification. This includes additions due to birth, adoption and court-awarded custody. The family must obtain Authority approval prior to all other additions to the household.

The U. S. Citizenship/eligible immigrant status of additional family members must be declared and verified or required at the first interim or regular recertification after moving into the unit. 1

- 1) Increases in income must be reported when:
 - a. An increase in household income is derived from a new source.
 - b. Families commence to receive income following a zero rent or minimum rent status or shows an increase in income following an unstable income situation.
- 2) Decreases in Income

Families may report a decrease in income and other changes which would reduce the amount of tenant rent.

An interim reexamination will be scheduled for families with zero or unstable income every 30 days.

SECTION VII

HOUSING QUALITY STANDARDS AND INSPECTIONS

Housing Quality Standards (HQS) are the HUD minimum standards that are required both at initial occupancy and during the term of the lease. HQS Standards apply to the building and premises, as well as the unit. These standards may be enhanced by the Authority provided it does not overly restrict the number of units available for lease under the program. Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

A. There are five types of inspections the HA will perform:

1. Initial/Move-in: Conducted upon receipt of Request For Approval of Tenancy
2. Annual: Must be conducted within 12 months of the previous annual HQS inspection/effective date of the previous annual HQS inspection/anniversary date.
3. Special/Complaint: At request of owner, family or an agency or third party.
4. Move-Out/Vacant: At landlord's request.
5. Quality Control: A quality control inspection will be conducted on units which have been inspected in accordance with HUD regulations.

B. Inspections:

The Authority conducts an inspection in accordance with Housing Quality Standards at least annually, 90 days prior to the anniversary month of the contract. Special inspections may be scheduled between the anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is

responsible. The family is only responsible for breaches of HQS which are caused by:

Non-payment of utilities paid by the family,

Not providing, or failing to maintain appliances not provided by the owner, and,

Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.

The family must allow the Authority to inspect the unit at reasonable times with reasonable notice.

Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:00 p.m.

The Authority will notify the family in writing at least seven days prior to the inspection.

Inspection: The family and owner are notified of the date and the time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within five days.

If the family does not contact the Authority to reschedule the inspection, or if the family misses inspection appointments, the Authority will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Administrative Plan.

Reinspection: The family and owner are mailed a notice of the inspection appointment by mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled.

All Inspections : The family and owner will be mailed a notice of the inspection date and time.

Time Standards for Repairs

1. Emergency items, which endanger the family's health or safety, must be corrected within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs, the Program Officer may approve an extension beyond 30 days.
4. The Authority will only perform one reinspection.

C. Consequences If Owner Is Responsible (Non-emergency Items)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the Authority, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection.

The Authority will inspect abated units within 15 days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The family and owner will be notified by the Authority of the reinspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply

with HQS. The notice of abatement states that the tenant is not responsible for the Authority's portion of rent that is abated.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the Authority if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

D. Determination of Responsibility

Certain deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family -supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

Normal wear and tear is defined as items which could be charged against the tenant's security deposit under the state law or court practice

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and

the owner may evict for serious or repeated violation of the lease. The Authority may terminate the family's assistance on that basis.

If the family is responsible, but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

E. **CONSEQUENCES IF FAMILY IS RESPONSIBLE**

If non-emergency violations of HQS are determined to be the responsibility of the family, the Authority will require the family to make any repair(s) or corrections within (30) days. If the repair(s) or correction(s) are not made in this time period, the Authority will terminate assistance to the family. Extensions in these cases must be approved by the Program Officer.

The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

F. **SPECIAL/COMPLAINT INSPECTIONS**

If at any time the family or owner notifies the Authority that the unit does not meet Housing Quality Standards, the Authority will conduct an inspection.

The Authority may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The Authority will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized, as an annual and all annual procedures will be followed

G. **QUALITY CONTROL INSPECTIONS**

Quality Control inspections will be performed by the Program Officer or her designee on the number of units as specified in HUD regulations. The purpose of Quality Control inspections is to ascertain that the inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

H. **LEAD-BASED PAINT REQUIREMENTS**

New lead-based paint regulations effective September 15, 2002 have been implemented to incorporate Title X of the Housing and Community Development Act of 1992. These regulations consolidate all lead-based paint requirements under one section of the Code of Federal Regulations (24CFR Part 35) which stress identification of lead paint hazards, notification to occupants of the existence of these hazards, and control of lead-based paint hazards to reduce lead poisoning among young children.

The Portsmouth Redevelopment and Housing Authority will be responsible for the following activities:

- * Visual assessment for deteriorated paint (i.e. peeling, chipping, flaking) surfaces at initial and annual inspections.
- * Assuring that clearance examinations are conducted when required.
- * Implementing special requirements for children under six who have environmental intervention blood lead levels as verified by a medical healthcare provider.

- * Collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels.
- * Recordkeeping.

Owners will be responsible for the following:

- * Disclose known lead -based paint hazards to all potential residents prior to execution of a lease.
- * The owner must provide all prospective families with a copy of "Protect Your Family From Lead in our Home" or other EPA approved documents.
- * When necessary, perform paint stabilization to correct deteriorated paint.
- * Each time such an activity is performed, notify tenants about the conduct of lead
- * Perform all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required.
- * Perform ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

SECTION VIII

OWNER RENTS, RENT REASONABLENESS AND PAYMENT STANDARDS

The Authority is responsible to ensure that the rents charged by owners are reasonable, based upon objective comparables in the

rental market. When the Authority has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Voucher Program.

A. OWNER PAYMENT IN THE VOUCHER PROGRAM

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family. The Authority pays the owner the lesser of the Housing Assistance Payment or the rent charged by the owner.

The Voucher size issued to the family is based on the Authority's subsidy standards. The Payment Standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the Authority begins processing payments to the landlord. The effective date and the amount of the Authority payment is communicated to the Director of Finance through a Payments Authorization indicating the new amount of the payment and the reason for the change. All rent adjustments resulting from annual increases will be processed in time for the first payment following the anniversary date of the lease. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP Register for the following month. Checks are disbursed by the Finance Department to the owner each month.

Checks will be disbursed by the fifth working day of the month.

Checks that are not received will not be replaced until a written request has been received from the payee and a stop-payment has been put on the check.

C. RENT REASONABLENESS DETERMINATIONS

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, and when an owner requests a rent increase for the Voucher Program.

For the Voucher Program, the Authority will determine and document on a case-by-case basis that the approved rent:

1. Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
2. Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

At least two comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market.

The data for other unassisted units will be gathered from newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are subdivisions/census tracts/neighborhoods within the Authority's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

Square Footage
Number of Bedrooms
Facilities
Location
Number of Bathrooms
Quality

Amenities
DateBuilt
UnitType
ManagementandMaintenanceServices

The Authority maintains a notebook, which includes data on unassisted units for the use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than six months old.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is initially set by the Authority at the Fair Market Rent in effect as published by HUD. The Payment Standard is used to determine the maximum subsidy, which can be paid by the Authority on behalf of the family and will be 100% with special approval up to 110% of the published FMR for that unit size.

E. ADJUSTMENT TO PAYMENT STANDARDS

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. The Authority will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will the Authority raise Standards if the need is solely to make "high end" units available to Voucher holders.

The Authority will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy.

In a volatile market, the Authority may review the Standards more frequently, but will only adjust them annually.

The Authority may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens

The Authority will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than 45 percent of income.

Availability of Suitable Vacant Units Below the Payment Standard

The Authority will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units in areas without minority concentration/poverty-impacted below the Payment Standard.

Quality of Units Selected

The Authority will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

Authority Decision Point

The Authority will review the quality and the size of units where the Rents to Owner are above the Payment Standards by more than 25 percent. If more than 50 percent of families have selected above-average units or have selected larger units than the Voucher size, the Authority may elect not to increase the Payment Standard or continue the analysis.

If the analysis continues, the Authority will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than 25 percent above the average, in any bedroom size, the Authority will continue the analysis. If not the Authority may elect not to increase the Authority Payment Standard for certain bedroom sizes.

RentToOwnerIncreases

The Authority may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

FinancialFeasibility

Before increasing the Payment Standard, the Authority may review the budget and the project reserve to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the Authority will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

FileDocumentation

A file will be retained by the Authority for at least three years to document the analysis and the findings to justify whether or not the Payment Standard was changed.

Under the voucher program, the Authority establishes Payment Standards by number of bedrooms. The Payment Standard amount for a family shall be the lower of:

- Payment Standard amount for the family unit size;
or
- Payment Standard amount for the unit size of the unit rented by the family.

F. FORTY PERCENT (40%) INITIAL RENT BURDEN RESTRICTION

An initial rent burden restriction will apply to a family who leases a unit at a gross rent, which exceeds the applicable

Payment Standard for the family. At the time the Authority approves a tenancy for initial occupancy of a dwelling unit by a family with assistance under the Voucher program and where the gross rent exceeds the applicable Payment Standard for the family, the family share of gross rent must not exceed 40 percent of the family's adjusted gross income. The initial rent burden restriction will not apply to a family that rents a unit for a gross rent (rent to owner plus tenant-paid utilities) at or below the Payment Standard for the family.

SECTIONIX -PORTABILITY

Portability refers to the ability of Section 8 Program participants to move outside the area of operation of the Authority and still receive assistance in paying their housing costs. Portability applies to a Section 8 Program Voucher holders. 11

A family can receive Section 8 Program assistance to lease a unit in the jurisdiction of the Authority or anywhere in the United States, with the following restrictions.

1. During the 12 -month period from the time when the family is admitted to the program, the family does not have any right to lease a unit outside the Authority's jurisdiction.
2. If the Head of Household or spouse is not a resident of the City of Portsmouth for 12 months prior to applying, the family must wait 12 months before requesting Portability.
3. Income Eligibility:
 - a. If a new family, it must come under the very low income limit of the Receiving Housing Authority, or
 - b. If a participating family, it must come under the low-income limit of the Receiving Housing Authority
4. Promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made on its behalf, to include 80 percent of the on -going administrative fee for each unit month.
5. Comply with financial procedures by HUD.

Authority Responsibilities as an Initial PHA:

1. Determine whether the family is income -eligible in the area where the family wants to lease a unit.

2. Advise the family how to contact and request assistance from the Receiving Housing Authority. Promptly notify the Receiving Housing Authority to expect the family. The family must promptly contact the Receiving Housing Authority and comply with their procedures for incoming portable families.
3. Furnish the Receiving Housing Authority the most recent HUD Form 50058 and related verification documents.
4. Promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by receiving housing authorities, to include 80 percent of the ongoing administrative fee for each unit month.
5. Comply with financial procedures required by HUD.

Authority Responsibilities as a Receiving PHA :

1. Promptly inform the Initial Housing Authority as to whether we will bill them for assistance to be provided or will absorb the family into our own program.
2. Issue a Voucher.
3. Determine family unit size in accordance with current subsidy standards.
4. If the Authority decides not to absorb the family into our program, notify the Initial Housing Authority of the following:
 - a. When the family has leased a unit, and
 - b. If the family fails to submit a Request For Approval of Tenancy within the terms of the Voucher
5. Provide assistance to the family for all program functions, such as reexaminations, etc.
6. Provide billing information to the Initial Housing Authority in a timely manner.

7. Promptly notify the Initial Housing Authority if the family moves out of its jurisdiction. When this happens, the Housing Authority administering the program in the area where the family moves will automatically become the new Receiving Housing Authority.

SECTION X – OWNER OUTREACH

The Authority will actively encourage owner participation in the Section 8 Program through any reasonable means, including:

1. Notices in the local newspaper containing information on changes as they occur in the program,
2. Periodic contact with local rental agencies having units not under the program to explain advantages to participation,
3. Offering to explain the Section 8 Program in detail to owners who call inquiring about how the program works,
4. Enforcing family obligations for tenants already in the program, thereby helping to reduce eviction and termination of contracts.
5. Direct calls and mailings,

6. Individual meetings with landlords, Realtors, property owners, and
7. Informational meetings

The Authority will use the methods outlined above to encourage owners outside areas of low income or minority concentration to participate in the program.

Exceptions:

Prior owner participants with a history of breaching Housing Assistance Payments (HAP) Contracts or repeated violations will not be encouraged and in some cases excluded from further participation.

SECTION XI

HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT DISAPPROVALS AND TERMINATIONS

The Authority may disapprove or terminate a HAP Contract under the following conditions:

- 1) The unit does not comply with the Housing Quality Standards (HQS) and the owner refuses to correct the deficiencies, or if the owner has a history of practice of non-compliance with HQS and state or local codes.
- 2) The Authority determines that the contract unit fails to comply with HQS because of an increase in family size, or a change in family composition, resulting in the unit being smaller than needed.
- 3) The Authority determines that the family is not complying with the terms of its responsibilities.
- 4) The household no longer occupies the unit under contract.

- 5) The owner has repeatedly violated any other housing assistance payment contract under the Section 8 Program that the owner has with the Authority
- 6) The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- 7) The owner has engaged in drug trafficking.
- 8) The Authority has received insufficient funding by HUD.
- 9) The owner has determined to opt -out.
- 10) The owner has not paid state or local real estate taxes, fines, or assessments.
- 11) The owner has engaged in prior proven illegal discrimination.

SECTION XII -FAMILY OBLIGATIONS

1. The family must supply any information that the Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812). "Information" includes any requested certification, release or other documentation.
2. The family must supply any information requested by the Authority or HUD for use in a regularly scheduled

reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Number (as provided by 24 CFR part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR Part 813.
4. All information supplied by the family must be true and complete.
5. The family is responsible for an HQS breach caused by the family as described in 982.404(b).

The family is responsible for the following HQS breaches:

- a) Failure to pay utilities for which the family is responsible.
 - b) Failure to provide or maintain appliances for which the family is responsible.
 - c) Damage to the unit (beyond normal wear and tear) by household member or guest.
6. The family must allow the Authority to inspect the unit at reasonable times and after reasonable notice.
 7. The family may not commit any serious or repeated violation of the lease.
 8. The family must notify the owner, and at the same time, notify the Authority before the family moves out of the unit or terminates the lease on notice to the owner.
 9. The family must promptly give the Authority a copy of any own eviction notice.
 10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

11. The composition of the assisted family residing in the unit must be approved by the Authority. The family must promptly inform the Authority of the birth, adoption or court -awarded custody of a child. The family must request Authority approval to add any other family member as an occupant of the unit.
12. The family must promptly notify the Authority (within ten working days) if any family member no longer resides in the unit.
13. If the Authority has given approval, a foster child or a live -in aide may reside in the unit. If the family does not request approval, or approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
14. Members of the household may engage in legal profit -making activities in the unit, but only if such activities are incidental to the primary use of the unit as a residence by members of the family.
15. The family must not sublease the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Authority -requested information or certification on the purposes of family absences. The family must cooperate with the Authority for this purpose. The family must promptly notify the Authority of absence from the unit.
18. The family must not own or have any interest in the unit.
19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the Program.
20. The members of the family may not engage in drug -related criminal activity or violent criminal activity.

21. An assisted family, or members of the family, may not receive Section 8 tenant -based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicate (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.
22. The family must supply any information or certification requested by the Authority to verify that the family is living in the unit or relating to family absence from the unit, including any Authority requested information or certification on the purpose of family absences. The family must cooperate with the Authority for this purpose. The family may not be absent from the assisted unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason. The family must notify the Authority within ten (10) working days of a family member's absence from the unit. Housing Assistance Payments terminate if the family is absent for longer than the maximum period and the family is terminated from the Section 8 program.
23. The family must not receive Section 8 tenant -based assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the Authority has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding the relationship, would provide reasonable accommodation for a family who is a person with disabilities. (This applies to leases executed after June 1, 1998).
24. The family must not engage in the illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.
25. The family is obligated to repay debts owed to the Portsmouth Redevelopment and Housing Authority or any other Housing Authority. If the amount of the debt owed is \$250.00 or less,

the entire balance must be paid immediately. For debts owed in excess of \$250.00, payment amounts will be determined by dividing the outstanding balance into twelve equal parts not to exceed twelve months.

SECTION XIII – OWNER OBLIGATIONS

The owner has the following major responsibilities:

- A. Tenant Selection and Leasing
 - 1. The Authority must inform the owner that the Authority has not screened the family's behavior or suitability for tenancy; it is the owner's responsibility.
 - 2. Owners are permitted to screen based on a family's tenancy history.
 - 3. Owner may consider a family's background regarding factors such as:
 - a. Payment of rent and utility bills
 - b. Caring for a unit/premises
 - c. Respecting others' rights for peaceful enjoyment of their housing
 - d. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others
 - e. Compliance with other essential conditions of tenancy
- B. Compliance with the Housing Assistance Payments (HAP) Contract.
- C. Normal landlord functions during the lease term (e.g., maintenance, rent collection).
- D. Compliance with program lease.
- E. Owner responsibilities are defined in the HAP Contract, Tenancy Addendum, the Lease and the regulations.
- F. The owner must maintain the unit to Housing Quality Standards. If the owner fails to do so, the Authority may

terminate, suspend, or reduce housing assistance payments and terminate the HAP Contract.

- G. The owner is not responsible for a breach of the HQS for which the family is responsible.
- H. The owner must adhere to provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person.

SECTION XIV - DENIAL OR TERMINATION

A. Conditions:

The Authority may deny program assistance for an applicant or terminate program assistance for a participant for any of the following reasons:

1. The family violates any family obligations under the program, such as violations of the lease.
2. Any member of the family having ever been evicted from public housing.
3. The family is evicted from housing assisted under the program for a serious or repeated violation of the lease.
4. A Housing Authority having ever terminated assistance under the Voucher Program for any member of the family, due to an eviction for actions or failure to act.
5. Any member of the family having committed drug-related criminal activity, has a drug conviction or has engaged in violent criminal activity. As evidence by a police record check processed by the Authority. (Police checks will be processed on all adult applicants and they will be requested to sign the necessary forms permitting

the police department to release information. If unfavorable information concerning an applicant is received, the Authority will take into consideration the time, nature, and extent of the applicant's previous conduct and give high regard to factors which indicate that the applicant's future conduct is likely to be more favorable. An applicant can be determined ineligible for a Voucher based solely upon any of the above listed criteria if unfavorable.)

6. Any member of the family having committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
7. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or caused damage to the property;
8. Have a history of disturbing neighbors or destruction of property;
9. Currently indebted to any housing authority in connection with their public housing or Section 8 programs;
10. Have committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
11. Evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
12. Evicted from assisted housing within five years of the projected date of admission because of drug-related

criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sale, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802);

13. Illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by others or their residents. The Authority may waive this requirement if:

1. The person demonstrates to the Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
3. The person has otherwise been rehabilitated successfully; or
4. The person is participating in a supervised drug or alcohol rehabilitation

14. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

15. **Denied for Life:** Any family member that has a lifetime registration under a State sex offender registration program.

16. An applicant can be determined ineligible for housing based solely upon any of the above listed criteria, if unfavorable. The Authority will utilize the following timeframes for admission to housing. Individual circumstances and the applicant's ability to show that

their past history or behavior has changed to the satisfaction of the Authority may be considered.

Misdemeanor Offenses	Three Years
Felony (nonviolent)	Five Years
Felony (violent/Drug/Alcohol)	Eight years to permanent

17. If the family currently owes rent or other amounts to the Authority, or to another Housing Authority in connection with Section 8 or public housing assistance.

18. The family has not reimbursed any Housing Authority for amounts paid to an owner under a Housing Assistance Program (HAP) Contract for rent, damage to the unit, or other amounts owed by the family under a lease.

19. The family has breached an agreement with the Authority to pay amounts owed to it or any other Housing Authority. The Authority, at its discretion, may offer a family the opportunity to enter into a repayment agreement to repay a debt owed to the Portsmouth Redevelopment and Housing Authority not to exceed twelve months for debts in excess of \$250.00.

20. A family participating in the FSS Program that fails to comply without good cause with the family's FSS Contract of Participation.

21. The family has engaged in or threatened abusive or violent behavior towards Authority personnel.

B. Considerations:

Each situation will be considered on its own merit and particular circumstances

C. Failure to Act When Out of Family's Control:

The Authority will not deny or terminate assistance to a family for failing to provide information or meet scheduled appointments, etc., if the reason for this failure was out of the family's control (i.e., hospitalization, family emergency, etc.)

D. Use of Criminal Records:

Denial: If the Authority proposes to deny admission for criminal activity as shown by a criminal record, the Authority must provide the subject of the record and the applicant with a copy of the criminal record. The Authority must give the family an opportunity to dispute the accuracy and relevance of that record, in an informal review process in accordance with 982.554.

Termination of Assistance: If the Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Authority must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record. The Authority must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with 982.555.

Cost of Obtaining Criminal History Record: The Authority may not pass along the costs of a criminal record check to the tenant.

SECTION XV

ADMINISTRATIVE ERRORS AND OMISSIONS

Incorrect Housing Assistance Payments

If the Authority discovers that the housing assistance payments made for a family have been incorrect, it will decide whether the error resulted from actions or errors by the Authority or by the family.

1. If the Authority discovers that the housing assistance payments have been too low, it will refund any amount due the family.
2. If the Authority discovers that the housing assistance payments have been too high due to an internal error, it will request, but not require repayment by the family, depending on the amount involved and income of the family.
3. If the Authority discovers that the housing assistance payments have been too high due to the family's error or omission, it will require the family to repay the Authority for the overpayment. The Authority may in its sole discretion agree to enter an agreement with the family to repay on overpayment within some reasonable period in accordance with internal collection procedures.

SECTION XVI

INFORMAL REVIEW AND HEARING PROCEDURES RELATED TO DENIAL OR TERMINATION OF ASSISTANCE

A. Informal Review - Denial of Applicants

1. An applicant may request an informal review of the Authority decision denying assistance.
2. The Authority will not provide an applicant an informal review:
 - a. To review discretionary administrative determinations by the Authority
 - b. To consider general policy issues or class grievances
 - c. To review the Authority's determination that a unit does not comply with Housing Quality Standards (HQS)
 - d. The Authority's determination not to approve the lease for the unit, and/or
 - e. To review the Authority's decision not to approve a request for an extension or suspension of the term of the Voucher
3. The review may be conducted by any person other than a person who made or approved the decision under review or subordinate of that person.

4. The applicant must be given the opportunity to present written or oral objections.
5. The Authority, within seven calendar days, must notify the applicant of the final decision after the review, including the reason for the decision.

B. Informal Hearing - Termination of Participants

1. A participant may request an informal hearing to consider whether decisions relating to the individual circumstances of the family follow HUD regulations and Authority policies in the following cases:
 - a. A determination of the family's annual or adjusted income and the use of such income to determine subsidy,
 - b. A decision to terminate assistance for the participant, because of the family's action or failure to act,
 - c. A determination of the appropriate utility allowance (if any) for tenant -paid utilities from the utility allowances schedule,
 - d. A determination of family unit size under the subsidy standards, and/or
 - e. A determination to terminate assistance because of absence from the unit.
2. The Authority will not provide an opportunity for an informal hearing:
 - a. To review discretionary administrative determinations by the Authority or to consider general policy issues or class grievances,
 - b. To review the Authority's determination:
 - 1) That a unit does not comply with HQS standards
 - 2) Not to approve a unit or lease, or

- 3) That the contract unit is not in accordance with HQS space and security standards because of family composition
- c. To review a decision by the Authority to exercise or not to exercise any right or remedy against the owner under the HAP Contract,
- d. To review the Authority's decision to approve a family's request for an extension or suspension of the term of the Voucher to move to another unit with continued participation in the Section 8 Program, or
- e. Of the Authority's Schedule of Utility Allowances.

3. Hearing Procedures

- a. Request for Hearing: The family must request an informal hearing within ten (10) business days of the date of the notice.
- b. Selection of Hearing Officer: The informal hearing will be conducted by any person designated by the Authority other than a person whom made or approved the decision under question or a subordinate of the person.
- c. Scheduling of Hearing: The hearings shall be scheduled by the hearing officer in an expeditious manner. The Authority will notify the family by mail in writing of the time, place, and procedures governing the informal hearing.
- d. Conduct of Hearings

- 1) The Hearing Officer will conduct the informal hearing in an orderly, informal manner; and shall afford the parties a fair hearing. The family may examine and copy at the family's expense all documents, records, and regulations of the Authority about the

subject of hearing. The Authority may do the same for family documents relevant to the case. Any document not made available to either party may not be presented at the hearing.

2) The Authority and the family may present evidence and arguments in support of their positions, counter evidence, and arguments of the other party, and questions each other's witnesses. Oral or documentary evidence pertinent to the facts and issues raised by the family may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

3) Each party may be represented by any person of the party's choice at that party's expense. e. The hearing shall be conducted in private. Either party may arrange for the preparation of a transcript of the proceedings at the party's expense. Each party may purchase a copy of the transcript.

e. Decision

1) The Hearing Officer shall issue a written decision stating the reason for the decision. Factual determinations relating to the individual circumstances shall be based on the evidence presented at the hearing. A copy of the hearing decision shall be furnished promptly to both parties. The Hearing Officer shall render a decision based solely upon the information presented at the review. The Authority shall retain one copy of the decision in the family's folder.

2) The hearing decision will not bind the Authority:

- a) Concerning a decision that the Hearing Officer did not have the Authority to make, or
- b) Contrary to the Department of Housing and Urban Development (HUD) regulations or otherwise contrary to Federal, State or local law.

3) If the Authority determines that it is not bound by a hearing decision, it shall promptly notify the participant of the reason for the determination.

C. Failure to Appear

If either the Authority or family fails to appear at a scheduled review or hearing, the review official or hearing officer may:

- 1. Postpone the review for good cause, such as sickness, accident, or other unforeseen circumstance, or
- 2. Decide that failing to appear has waived the family's right to review.

SECTION XVII

THE SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

SEMAP was designed by the Department of Housing and Urban Development as a tool to measure the performance of PHA's administering the Housing Choice Voucher Program. SEMAP is a performance measure tool designed to:

- 1. Assess whether the Housing Choice Voucher Program is assisting eligible

families to afford decent, safe, and sanitary housing at the correct subsidy cost.

2. Measure PHA performance in key areas of the Housing Choice Voucher Program to ensure integrity and accountability.
3. Identify PHA management capabilities and deficiencies to target technical assistance more effectively.
4. Assist PHA's in assessing and improving their own program operations.

SECTION XVIII

RESIDENT ADVISORY BOARD

The Department of Housing and Urban Development implemented a new regulation that requires the Authority to have a Resident Advisory Board (RAB) that includes Section 8 participants or form a separate RAB for Section 8 participants. The Authority chose the option of appointing two Section 8 participants to the existing RAB.

The Resident Advisory Board consists of individuals who adequately reflect and represent the residents being assisted by the Authority. The role of the RAB is to assist and make recommendations regarding the development of the Authority's Annual Plan and any significant amendment or modifications to the Plan. The Annual Plan outlines all Authority program goals, initiatives, and activities to be undertaken during the upcoming budgeted year.

SECTION XIX

SPECIAL HOUSING TYPES

The Portsmouth Redevelopment and Housing Authority is not allowing participating households to use their housing choice voucher program assistance for specialized housing types to include Single Room Occupancy facilities, Congregate Housing, Group Homes, or Shared Housing. With the exception of manufactured homes, which the Authority must allow families to lease under the program, the Authority has the discretion as to whether or not to approve the use of special housing types. The Authority must allow the use of special housing types if needed as a reasonable accommodation for persons with disabilities.

APPENDIX I

DEFINITIONS OF LEASING AND OCCUPANCY

- 1) **Adjusted Income:** is Annual Income, less the following allowances, determined in accordance with the Department of Housing and Urban Development (HUD) instructions:
 - A. Four hundred eighty dollars (\$480) for each dependent,
 - B. Four hundred dollars (\$400) for any elderly family,
 - C. For any family that is not an elderly family, but has a handicapped or disabled member other than the head of household or spouse, disability assistance expenses in excess of three percent of annual income. However, this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person.
 - D. For an elderly or disabled family:
 - 1) That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three percent of annual income,

- 2) That has disability assistance expenses greater thanorequaltothreepercentofannualincome,an allowance for disability assistance expenses computedinaccordancewithParagraphC,above, plus an allowance for medical expenses that is equaltothefamily'smedicalexpenses,
- 3) That has disability assistance expenses that are less than three percent of annual income, an allowance for combined disability assistance expensesandmedicalexpenses thatisequaltothe amount by which the sum of these expenses exceedsthreepercentofannualincome.

E. ChildCareExpenses –amountsanticipatedtobepaidby thefamilyforthecareofchildrenunderage13yearsof age during the period for which annual income is computed, but only where such care is necessary to enableafamilymembertoactivelyseekemployment,be gainfullyemployedortofurtherhisorhereducationand onlytotheextentsuchamountsarenotreimbursed.The amountshallreflectreasonablechargesforchildcare.In thecas eofchildcareto permitemployment,the amount deducted shall not exceed the amount of employment incomethatisincludedinannualincome.

F. EarnedIncomeofaminor.

2) **Administrative Fees :** The Authority is paid an ongoing administrative fee for each unit month for which a dwelling unitiscoveredbyahousingassistancepaymentscontract.

1. The administrative fee for the first 600 units administered by the Authority will be 7% of the "base amount".
2. The administrative fee for more than 600 units will be 7.0% of the "base amount" for each additional housing choicevoucherorrentalcertificateunit abovethe600unitthreshold.

3. The administrative fee for Authority owned units will be 3.0% of the "base amount".

3) **Administrative Fee Reserves:**

The Executive Director or his designee is authorized to approve the use of funds in the administrative fee reserve account. The Board of Commissioners must approve all expenditures made against this account.

4) **Annual Income**

- A. The "annual income" includes the income from all sources of (1) the head of the household and spouse and (2) each additional family member residing in the household who is at least 18 years of age, anticipated to be received during the 12 month period following admission or redetermination of family income, including the income of full-time students (other than the head or spouse), but exclusive of income which is temporary, nonrecurring or sporadic. The annual income shall include that portion of the income of the head of household or spouse temporarily absent which, in the determination of the Authority, is available to meet the family's needs. In determining the income, due regard is to be given to the current and prospective rate of income and actual income received in the 12 months immediately preceding the date computation is made. In the case of applicants or residents whose incidence of continued employment is based on seasonal changes including, but not limited to, those applicants or residents employed in various construction fields, the annual income shall be determined by utilization of the Wage and TAX Statement (W-2 Form) of the previous year. In this instance, proper documentation shall be included in the resident's file.

B. *The annual income is to include, but is not limited to, the following:*

- a. The full amount before any payroll deductions, of wages and salaries, including compensation for overtime and other compensations for personalized services (such as commissions, fees, tips, and bonuses).
- b. Net income from the operation of a business or profession (expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business).
- c. Interest, dividends and net income of any kind from real or personal property.
- d. The full amount received from annuities, periodic payments derived from insurance policies, retirement income, pensions, periodic benefits from disability or death or other similar types of periodic receipt.
- e. Payment in lieu of earnings such as unemployment and disability compensation, Social Security Benefits, Workmen's Compensation and Dismissal wages.
- f. Periodic and determinable allowances such as regular contributions or gifts, including amounts received from any person not residing in the dwelling; i.e., alimony.
- g. All regular pay, special payments allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the armed forces who is the head of the household, whether or not he is living in the dwelling, or by any other member of the armed forces who is living in the dwelling.
- h. Welfare Assistance Payments.
- i. Payments to the head of the household for support of a minor or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a resident family member other than the head who is responsible for his support.

- 3) The definition of the annual income, particularly as it relates to the number of months or weeks of employment to be utilized in determining such income, may be modified in certain instances and certain types of employment to reflect a more accurate picture of the annual income. Such modification may be made only by the Director of Housing Management.

C. **Annual Income Exclusions**

- 1) *Income from employment of children (including foster children) under 18 years of age.*
- 2) Payments received for the care of foster children or foster adults.
- 3) Lump-sum additions to family assets, such as inheritances, insurance payments (i.e.,) payments under health insurance, accident insurance, and worker's compensation, capital gains, and settlement for personal or property losses.
- 4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member, and/or
- 5) Income of a live-in aide.
- 6) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income.
- 7) The special pay to a family member serving in the armed forces who is exposed to hostile fire.

8) Amount received:

- a. Under training programs funded by HUD.
- b. Amount received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS), or
- c. Amounts received by a participant in other publicly assisted program which are specifically for or in reimbursement of out-of-pocket expenses incurred (i.e., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- d. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participate in the employment training program.

9) Temporary, nonrecurring or sporadic income, including gifts.

10) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance program that includes assistance under the United States Housing Act of 1937. The following types of income are subject to such exclusion:

- a) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)).

- b) Payments to volunteers under the domestic Volunteer Service Act, of 1973 (42 U.S.C. 5044(g), 5058).
- c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626([a])).
- d) Income derived from certain submarginalland of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e).
- e) Payments or allowances made under the Department of Health and Human Services' Low -Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
- f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b])
- g) Income derived from the disposition of funds of the grant River Band of Ottawa Indians (Pub.L. 94 -540, 90 Stat. 2503.04).
- h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407 - 1408) or from funds held in trust for an Indian tribe by the Secretary of Interior (25 U.S.C. 117b, 1407).
- i) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the federal work -study program or under the Bureau of Indian Affairs student assistance program, that are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (20 U.S.C. 1087uu).
- j) Payments received from program funded under the Title V of the Older Americans Act of 1965 (42 U.S.C. 3058(f)).

- k) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the Re Agent Orange Produce Liability Litigation, M.D.L.No.381 (E.D.N.Y.).
- l) Payments received under the Main Indian Claims Settlement Act of 1980 (Pub.L.96 -420, 94 Stat.1785).
- m) Earned Income Tax Credit (EITC) refund received on or after January 1, 1991, whether it is received regularly in pay or in a single sum, and/or
- n) Reparation payments paid in a foreign government pursuant to claims filed under the law of that government by persons who were persecuted during the Nazi era.

5. Assets

The term "assets" refers to the reasonable value or the interest therein, of all property, real or personal, with the exception of (1) household furnishings, (2) insurance, and (3) tools in occupation, owned by any family member approved for occupancy in the dwelling unit. The following shall be considered as assets:

- 1) All accounts on deposit in banks, savings and loans, and similar institutions (the name or names of each institution shall be given with the value of such accounts);
- 2) Approximate value of property (real estate);
- 3) Stocks and bonds (to be listed by company, number of shares, and number of values);
- 4) Present cash value of insurance policies;
- 5) Savings certificates.

If the family has net family assets that exceed \$5000, a determination must be made as to how much of the assets will be counted as income. The amount that is counted as income will be the higher of the actual income derived from the assets or the current passbook rate provided by HUD.

6. Briefing Session Packets : When a family is certified for participation in the program, the Authority will conduct a briefing session and each family will be provided a packet containing the following:
 - A. Request for Tenancy Approval.
 - B. Required lease provisions and prohibited lease provisions, to include a copy of the Tenancy Addendum.
 - C. Information regarding lead -based paint poisoning hazards, symptoms, and precautions
 - D. Fair Housing information and housing discrimination complaint forms, as required by HUD.
 - E. Information on how the Authority computes the housing assistance payments.
 - F. Information on available rental units referred to the Authority by owners and/or managers.
 - G. Information on the Authority's procedures for conducting informal hearings.
 - H. Term of the Voucher and the Authority policy on granting an extension or suspension.
 - I. Information on Payment Standards for the Voucher Program.
 - J. How maximum rents are determined.

K. What the family should consider in deciding whether to lease a unit, including:

- 1) the condition of the unit,
- 2) whether the rent is reasonable,
- 3) the cost of tenant paid utilities and whether the unit is energy efficient, and
- 4) the location of the unit, including proximity to public transportation, employment opportunities, schools, and shopping,

L. Where the family may lease a unit, including how portability works.

M. Authority policy on providing information about a family to prospective owners.

N. Authority Subsidy standards and when it will consider granting an exception to the standard.

O. Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to Authority that may be available.

P. Family obligations.

Q. Grounds for termination of assistance because of family action or failure to act, and,

R. Such other information as The Authority may deem appropriate.

7. Child Care Expenses : Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount

deducted shall not exceed the amount of income received from such employment.

8. Continuously Assisted : An applicant is continuously assisted if the family is already receiving assistance in another Housing Act Program when the family is admitted to the Voucher Program.
9. Contract Rent : The total amount of rent specified in the Housing Assistance Program (HAP Contract as payable by HUD (or the Authority) and the tenant to the owner for an assisted unit.
10. Dependent: A member of the family household (excluding foster children) other than the family head of spouse, who is under 18 years of age, or is a disabled person, handicapped person, or is a full-time student.
11. Disabled Persons : A “disabled person” is one who is under a disability as defined under Section 223 of the Social Security Act or in Section 102(5) of the Developmental Disability Services and Facilities Construction Amendment of 1970, or is handicapped as defined in this Occupancy Policy. Section 223 of the Social Security Act defines disability as the:
 1. Inability to engage in any substantial gainful activity by reason of any medical determinable, physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or,
 2. Inability of a blind individual (as defined in Section 416, I. 1, of this title, and who has attained the age of 55) to engage in the gainful activity in which he has been engaged for a substantial period of time.

Section 102(5) of the Developmental Disability Services and Facilities Construction Amendment of 1970 defines

disability as: A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatment similar to that required of the mentally retarded individuals, which disability originates before the individual attains age 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individuals.

12. Displaced Family

A displaced family refers to a person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise formally recognized, pursuant to Federal Disaster Relief Laws.

13. Drug: A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

14. Drug-Related Criminal Activity: means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug, with intent to manufacture, sell, distribute or use the drug.

15. Elderly Families and Elderly Persons

1. The term "elderly families" refers to families whose head or spouse or whose sole member is at least 62 years of age, or disabled or handicapped as defined in Section C above, and may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person essential to their care or well-being.

2. The term "elderly person" refers to a person who is at least sixty-two (62) years of age.

16. **Extremely Low Income – Family:** The term “extremely low income family” means a family whose annual income does not exceed 30% of the median income for the area, with appropriate adjustments for smaller or larger families as determined by the Secretary for the Department of Housing or Urban Development.
17. **Fair Market Rent:** The rent, including utilities (except telephone), that would be required to be paid in the housing market to obtain privately owned, decent, safe, and sanitary rental housing of modest (non –luxury) nature with suitable amenities. Separate Fair Market Rents shall be established for dwelling units of varying size (number of bedrooms) and are published each year in the Federal Register.
18. **Family**
 1. The term “family” refers to
 - a. Two or more persons who will share residency whose income and resources are available to meet the family’s needs and who are either related by blood, marriage, or operation of law, or who “have evidenced a stable family relationship”.
 - b. A single person, 18 years or older.
 - c. A single person who has attained the age 62.
 - d. A single person of any age who is handicapped or under a developmental disability, as defined in Section 223 of the Social Security Act.
 - e. The remaining family member for the purpose of continued occupancy.
 - f. A displaced person.
 - g. Other persons may also be considered as part of a family, including members of the family who are temporarily absent, who will live regularly as part of the family and

whose income and resources are available for use and for meeting the living expenses of the family.

- h. A single individual who is displaced from a Federally -assisted community development, redevelopment, or conservation project shall be given priority for admission, providing all pertinent eligibility criteria are met.

2. A person necessarily residing with a family by reason of employment or for the health or welfare of a sick or incapacitated member of the family may not be considered as a member of the family for the purpose of determining net family income for establishing rent if the person's income is not made available to the family for support. However, the necessity for such an arrangement may be evidenced by a doctor's certificate or must be deemed essential, and so certified, by the Department of Social Services or other responsible sources or agencies. Under no circumstances may such an arrangement be continued longer than necessary. This provision is applicable for admission and is not restricted to elderly families. A family cannot claim payment to a live-in family member acting as a care attendant.

19. Family Self-Sufficiency Program Size

The Authority will reduce the Family Self-Sufficiency Program obligation (mandatory minimum program size) by one family for each FSS graduate fulfilling the family's contract of participation on or after October 31, 1998.

20. Federally Assisted Housing: means housing assisted under any of the following programs:

1. Public Housing

2. Housing
receiving project -based or tenant -based assistance under
Section 8
Of the U.S. Housing Act of 1937 (42 U.S.C. 14371)

21. Guest: means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

22. Full-Time Student

A “full-time student” is one who is carrying a subject load, which is considered full -time for day students under the standards and practices of the attending educational institution .

23. Gross Rent : The total monthly cost of housing an eligible family, which is the sum of the contract rent and any utility allowance for the assisted unit.

24. Handicapped Person

A person having a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment, or is regarded as having such an impairment.

25. HAP Contract (HAP) : A written contract between an Authority and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

26. Head of Household

The “head of household” is that member of the family who is legally responsible and accountable for the family.

27. Homeless

Homeless is defined as an individual or family who:

3. Lacks a fixed, regular and adequate nighttime residence; and also
4. Has a privacy nighttime residence that is:

- a. a supervised publicly or privately operated shelter designed to provide temporary living accommodations.
- b. an institution that provides a temporary residence for individuals intended to be institutionalized or,
- c. a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.

28. Household: means the family and Authority -approved live -in aide.

29. Housing Quality Standards (HQS) : The HUD minimum quality standards for housing assisted under the tenant -based program (refer to 24 CFR 982.401) for a wide d etailed description HQS.

30. Interim Redetermination

An “interim redetermination” is a review of changes between regular reexamination of:

1. The family annual income.
2. The family composition.
3. The family circumstances.

31. Live-In Aide : A person who resides with an elderly, disabled or handicapped person and is determined to be (a) essential to the care and well-being of the person(s), (b) not obligated to support the person(s) and, would not be living in the unit except to provide necessary support services.
32. Low Income Family : A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.
33. Minimum Rent : Rent established by the Authority in compliance with the Continuing Resolution adopted by Congress in January 1996. The Authority's minimum rent is \$25.00.
34. Medical Expenses : Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.
35. Monthly Adjusted Income : One twelfth of Annual Income.
36. Monthly Income : One twelfth of Annual Income
37. Net Family Assets : Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interest in Indian trust land. The value of necessary items of personal property such as furniture and automobiles shall be excluded, as well as the value of the cooperative unit or manufactured home in which the family resides. In cases where a trust fund has been established and the trust is not revocable by, or under the control of any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continued to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under 24 CFR 813.106.

38. Other Persons Under the Tenant's Control : means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control.
39. Over-Income Family
An "over-income family" is a family whose annual income exceeds 80% of the median income family income for the area, with the appropriate adjustment for smaller or larger families as determined by the Secretary for the Department of Housing and Urban Development.
40. Owner: The owner of a unit in a rental assistance program.
41. Payment Standard : A Payment Standard is an amount used to calculate the housing assistance a family will receive in the Housing Voucher Program.
42. PHA Jurisdiction : The area in which the Authority is not legally barred from entering into housing voucher contracts.
43. Premises: means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
44. Receiving PHA : In portability, an Authority that receives a family selected for participation in the tenant-based program of another Housing Authority. The Receiving Authority issues a Voucher and provides program assistance to the family.
45. Recertification

Are -examination/recertification is the annual determination of the eligibility status of each participant family, conducted in accordance with the policies set forth in Section VI.

46. Remaining Member of Voucher Holder's Family : An individual(s) remaining in a unit when other member(s) of an assisted family have moved.

47. Request For Approval of Tenancy : A HUD document, requiring the signatures of the family and owner/manager, which contains certain information about the unit and is used as part of the basis for determining rent reasonableness and to schedule the unit inspection.

48. Resident

A "Resident" refers to a person who resides, is employed or expected to be employed in the City of Portsmouth.

49. Serviceman

A "serviceman" refers to a person, man or woman, in the active military service of the United States.

50. Single Person : A person living alone or intending to live alone, who does not qualify as an elderly or displaced person, or as the remaining member of a tenant family.

51. Spouse: The husband or wife of the head of household.

52. Tenancy Addendum

A HUD document which is a supplement to the owner/manager's lease. The document contains certain required and prohibited lease provisions. If there is any conflict between the Tenancy Addendum and any other provisions of the lease, the language of the Tenancy Addendum will supersede.

53. TenantRent :Theamountpayablemonthlybythefamilyas renttotheowner,includingtheamountpaidbytheAuthority asasubsidy.Whereallutilities(excepttelephone)are resupplied byowner,tenantrentequalsTotalTenantPayment.Inthe VoucherProgram,tenantrentisrenttoownerlessHAP.
54. TotalTenantPayment :Thetotalamount,theHUDrent formularequiresthetenanttopaytowardsrentandutility.
55. UtilityAllowance :Ifthecostofutilities(excepttelephone)for anassistedunitisnotincludedinthetenantrent,butitis the responsibilityofthefamilyoccupyingtheunit,anamount equaltotheestimatemadeandapprovedbytheAuthorityof the monthlycostsofareasonableconsumptionofsuchutilities fortheunit.Atleastannually,theAuthoritywilldetermine whetherornottherehasbeenasubstantialchangeinutility rates,andwhetheranadjustmentwillberequired.Ifthe Authoritydeterminesthatanadjustmentshouldbemade,The Authoritywillestablishascheduleofadjustments,takinginto accountthesizeandtypeofdwellingunitsandotherpertinent factors.
56. UtilityReimbursement :Theamount,ifany,bywhichthe utilityallowancefortheunit,ifapplicable,exceedstheTotal TenantPaymentforthefamilyoccupyingtheunit.
57. Veteran

A“veteran”isamanorwomanwhohasservedinactive militaryserviceoftheUnitedStates(Army,Navy,AirForce, MarineCorps,CoastGuardand,sinceJuly29,1945,the CommissionedCorps oftheU.S.PublicHealthService)and whohasbeendischargedorreleasedtherefromunder conditionsotherthandishonorable.
58. Very-LowIncomeFamily :Afamilywhoseannualincome doesnotexceed 50percentofthemedianincomeforthearea, asdeterminedbyHUD,withadjustmentsforsmallerandlarger families.

59. Violent Criminal Activity : means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
60. Welfare Assistance : Welfare and other payments to families or individuals based on need that are made under Program funded separately or jointly by Federal, State or local governments.

APPENDIX 2

PROCEDURES REGARDING CITIZENSHIP STATUS

- a. **Notification of Requirement to Submit Evidence:**
Furnishing a copy of the notification form to a family is the first step in determining citizenship status. An applicant will be furnished a copy of this notification at the time of initial application. Families already receiving assistance that have not gone through this procedure will be furnished a copy at the time of their yearly recertification. This procedure is required to be completed once for each family member. Refer to Acceptable Evidence of Eligible Non-Citizen Immigration Status form for a listing of documents considered acceptable evidence of legal non-citizen immigration status.
- b. **Declaration:** The Authority is to insure that each member of the family household completes a Declaration form and that the following procedures are followed:
1. **United States Citizen:** If the person completing this form indicates that he or she is a United States citizen, the form is filed in the applicant/tenant folder and no further action is required. This document meets the federal requirement of evidence of United States citizenship.
 2. **Eligible Non-Citizen:** If the person completing this form indicates that he or she is an eligible non-citizen, continue with the Non-Citizen Verification Consent Form, copying

documents, and Immigration and Naturalization Service (INS) verification etc.

NOTE: Both the Declaration form and the Non-Citizen Verification Consent form must be signed by an adult household member for any child under 18 years of age.)

- c. **Extensions of Time** : Extensions of time to submit evidence of eligible status are authorized when such evidence is temporarily unavailable and the family certifies to take prompt and diligent action to obtain the necessary document(s). However, such extensions will be for a specific period of time based on the circumstances of each individual case. Granting or denying of an extension of time will be in writing. The written denial of extension will also contain the reason(s) for such denial. If documents are subsequently not received by the Housing Authority, or if documents are received but fail to establish eligible immigration status; denial, proration, or termination of assistance will occur.
- d. **Non-Citizen Verification Consent Form** : Each person that declares that he or she is an eligible non-citizen must complete a Non-Citizen Verification Consent form. This completed form is necessary for verification with the INS of legal immigration status. This verification is requested through the INS by one of the two following methods:
1. **Primary Method:**
Electronically, through the INS System for Alien Verification for Entitlement (SAVE).
 2. **Secondary Method:** Manually by having each applicant/tenant complete INS Document Verification Request, G-845-S. This form is submitted to INS, along with a photocopy of both sides of the original document(s) provided by the applicant/tenant. If the verification comes back stating that the person does not have eligible immigration status, a Notice of Denial or Termination of Assistance is provided to that person.

4) Notice of Denial or Termination of Assistance: A copy of this form must be provided to each family member after the INS verification process is completed and the member is determined to not have eligible immigration status. The reason(s) for denying or terminating housing assistance must be included on this form. This notice states that an INS appeal process is available, as well as a Housing Authority informal hearing process. However, the Housing Authority will not actually delay or deny an applicant nor terminate a tenant any assistance under the circumstances described below. An applicant will continue to be processed as normal, up to the point of actually being offered a unit or Voucher.

1. The primary or secondary method of verification has not been completed.
2. The family member for whom the required evidence has not been submitted has moved from the dwelling unit.
3. A family member determined not to have eligible immigration status has moved from the dwelling unit.
4. The INS appeals process has been requested by the family and has not been completed.
5. The Housing Authority informal hearing process has been requested by the family and has not been completed.
6. Assistance is continued for current tenants under the Family Preservation provisions described below.

F. **INS Appeals Process** : The appeal must be submitted by the family member within 30 days of notification of result of verification. The family member communicates the request directly to the INS in writing. The family member must provide the Housing Authority a copy of this request along with proof of mailing. If INS Documentation Verification Request G-845-S was used as a secondary method of

verification, a copy of this document must be included with the material submitted, along with a cover letter indicating that the family is requesting an appeal. The INS will normally respond to such a request within 30 days.

G. **Housing Authority Informal Hearing Process** : The informal hearing process will be conducted according to the procedures contained in Section XVII of this Administrative Plan. The Housing Authority will provide a written decision to the family member within 14 days of the date of the informal hearing.

H. **Family Preservation Provisions** : The term “mixed family” will appear throughout this section. A “mixed family” is a family whose members included those with citizenship or eligible immigration status, and those without such status. The following types of assistance may be available to a family following final determination of immigration status:

1. Continued Assistance: A “mixed family” may receive continued housing assistance if all the following conditions are met.
 - a. The family was receiving housing assistance on June 19, 1995.
 - b. The family’s head of household or spouse has eligible immigration status.
 - c. The family does not include any person other than the head of household, the spouse of head of the household, and their immediate family.
2. Temporary deferral of termination of housing assistance: If a family has no members with eligible immigration status, or does not accept prorated assistance, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of those family members with ineligible status to other affordable housing. This transition is from a rent level that reflects HUD assistance to a rent level that is unassisted.

The family must be able to rent this new unit for an amount not exceeding the amount that the family pays for rent, including utilities, plus 25 percent. This deferral period is for an initial time not to exceed six months and can be renewed for additional six -month periods, not to exceed three years. The Housing Authority will offer assistance in finding other affordable housing. Additional deferrals may be granted when the Housing Authority determines that an inadequate supply of affordable housing does not exist and the family has made effort to locate such housing. The family will be notified at least 60 days in advance of the expiration of each deferral period or the final deferral period. This notification will be in writing. Prorated assistance may be granted at the end of the final deferral period on a case -by-case basis if the family has made a good faith effort to locate other affordable housing and the requirements of proration are met.

3. Proration of Assistance: This section applies to a “mixed family” other than a family receiving continued assistance or a family for which termination of assistance is temporarily deferred. The methods of proration are described in 24 CFR 812.11 for Section Housing Choice Voucher Program.

I. Summary of Steps Involved:

1. Persons declaring to be United States citizens.
 - a) Notification of requirements to submit evidence.
 - b) Declaration
2. Persons declaring to be eligible non -citizens:
 - a) Steps contained in Paragraph A.1. and 2., above
 - b) Non-Citizen Verification Consent Form
 - c) INS Verification Procedures
 - d) Notice of Denial or Termination of Assistance
 - e) INS Appeals Process
 - f) Authority Informal Hearing Process

- g) Extension of time and finally
- h) Family preservation provisions to include:
 - 1) Continued assistance
 - 2) Temporary deferral of termination, or
 - 3) Proration of assistance

VA001i02

Attachment I: Conversion

ATTACHMENT I
InitialAssessmentCostData

VoucherProgram(PUM)CostAnalysis:

Avg.ContractRent

\$518.47

(plus)Avg. UtilityAllowance

+104.49

TotalOperatingPUM

\$622.96

(less)Avg.30%TenantContribution

=

157.52

NetOperatingPUM

\$465.44

PublicHousing(PUM)CostAnalysis:

Avg.(PUM)OperatingCost

\$589.38

(plus)Avg.(PUM)CapitalFunding

+232.86

TotalOperatingPUM

\$822.24

(less)Avg.30%TenantContribution

=

156.02

NetOperatingPUM

\$666.22

**Note: Factoringoutcapitalfundingexpensesforpublic
housingwouldresultinthefollowingnetPUM
operatingcosts:**

Voucher Program: \$465.00PUM
PublicHousingProgram: \$433.00PUM

CERTIFICATIONSTATEMENT

**RE:VOLUNTARYCONVERSIONOFPUBLICHOUSING
TOTENANT -BASEDASSISTANCE**

March20,2002

ThePortsmouthRedevelopmentAndHousingAuthorityhereby certifiesthatithasreviewedreadilyavailablecostdataforthreethree(3)of itsremainingpublichousingdevelopments,whichbasedoncriteria underCFR24,Part782.200,meettherequirementsforconversion. ThecostdatausedfortheAuthority'sinitialassessment(Attachment A),showspublichousingtohavehigherperunitmonthly(PUM) operatingcoststhenthatofthetenant-basedprogramalso administeredbytheAuthority.Thereasonisthatcapitalfunding costshavebeenfactoredinforpublichousing.Thesecapitalcosts areanessentialconsiderationinthecostassessmentinordertoensure thelong-termphysicalviabilityoftheprogram.TheAuthoritydidnot haveaccesstocapitalfundsexpendituresfortheprivatemarketunits underitstenant-basedprogram.

Though thecostfactorsinAttachmentAweregivendueimportance, otherfactorsnecessarilyhadtobetakenintoconsideration.The followingincludessomeofthevariousfactorsconsideredinthis initialassessment:

TENANT-BASEDPRO'S
CON'S

TENANT-BASED

1.LowerPUMexpenses

1.Noprovision
forcapitalfunding
needs

2.Publichousingwouldbecome2.Publichousingwould
havetoincur

an additional housing resource the expense of utility
meter conversion -

for voucher holders' selection

3. Admittance of voucher holders 3. Tenant's dislike for
utility payments

into public housing could help could adversely

impact marketability -

with deconcentration and diversity of the public

housing units

income - mixing and increase 4. Public housing's lack
of desirability

the long-term viability of amenities, crime, and
density could

public housing adversely impact its

marketability

to voucher holders

holders

5. This locality has

adequate, suitable

and affordable

"market units" for

voucher holders'

selection

6. Voucher mobility would

likely

increase public housing unit

turnover costs

In summary, the Portsmouth Redevelopment and Housing
Authority's initial conclusion is that conversion of public housing
could be more expensive considering the presently unknown
resources for capital improvements essential to maintaining the unit its
inadequate, safe, and sanitary condition consistent with Housing
Quality Standards. Additionally, the above assessments show the
tenant-based negatives outnumber the positives based on limited
information available to us at this point in time.

VA001j03

Attachment J: Analysis of Impediments to Fair Housing

Analysis of Impediments to Fair Housing -Update

Portsmouth, Virginia

November, 1998

Filename: C:\CORNERST\Cornerstone\PORTSMOU\FHEO\ai

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Introduction

History/Statutory Authority

The guarantee of equal housing opportunities to all United States Citizens began over one hundred years ago with the passage of the Civil Rights Act of 1866. This act prohibited any type of discrimination based on race. "All citizens of the United States shall have the same right in every State and territory as is enjoyed by white citizens thereof to inherit, purchase, lease, sell, hold and convey real and personal property."

Due to a lack of enforcement of the principals offered in the Civil Rights Act of 1866, President John F. Kennedy issued Executive Order (11063), in 1962, guaranteeing non discrimination in all housing financed by FHA and Veterans Administration loans. This E.O. had a limited impact, however, because of the relatively small percentage of housing effected.

The Federal Government's Fair Housing Regulation was expanded again by the Civil Rights Act of 1964. "Public Law 88-352 refers to Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." This law, much like E.O. 11063, had minor impacts due to the relatively small percentage of housing affected by Government loans.

It wasn't until the passage of the Fair Housing Act of 1968 that the United States took major strides toward the implementation of Fair housing. This law provides that "It is unlawful to discriminate on the basis of race, color, religion or national origin when selling or leasing residential property." With limited exemptions this law prohibited discriminatory acts such as:

- ☞ refusing to sell, rent or negotiate with any person, or otherwise making a dwelling unavailable to any person;
- ☞ changing terms, conditions or services for different individuals as a means of discrimination;
- ☞ practicing discrimination through any statement or advertisement that indicates a preference or limitation or restricts the sale or rental of residential property;
- ☞ representing to any person, as a means of discrimination, that a dwelling is not available for sale or rental;
- ☞ making a profit by inducing owners of housing to sell or rent because of the prospective entry into the neighborhood of persons of a particular race, color, religion or national origin;
- ☞ altering the terms or condition for a home loan to any person who wishes to purchase or repair a dwelling, or otherwise denying such a loan as a means of discrimination;
- ☞ denying people membership or limiting their participation in any

multiple listing service, real estate brokers' organization or other facility related to the sale or rental of dwellings as a means of discrimination.

A 1972 amendment to the Fair Housing Act of 1968 instituted the use of an equal housing opportunity poster. The failure of real estate brokers to display the poster is considered by HUD as evidence of discrimination.

In 1974 the Housing and Community Development Act was passed, which extended prohibition of discrimination in housing based on sex.

The most recent amendment to further fair housing came on the twentieth anniversary of the Civil Rights Act of 1968. The amendment is known as the Fair Housing Act of 1988. This amendment expanded the scope of coverage of the law to include, as protected classes, families with children and handicapped persons. Further enforcement powers for HUD including a monetary penalty for discrimination was added.

In addition to the Federal laws, the Virginia Fair Housing law, as amended, declares it to be State policy to insure fair housing throughout the Commonwealth and affords protection against discrimination. The law prohibits discrimination in residential real estate -related transactions, unlawful practices by lenders, insurers, appraisers, and others; deposit of state funds in such institutions.

Coercion, threats or other interference with an individual's rights under the law, including the right to file a complaint, are prohibited.

Recent court decisions have specified that the Virginia Fair Housing Law applies to the rental of space in a manufactured home park.

All-adult and all -elderly housing communities or sections of housing communities are not prohibited by the Act.

The Virginia Department of Professional and Occupational Regulation is charged with enforcement of the law. Through a work -sharing relationship with the Fair Housing Assistance Program administered by the U.S. Department of Housing and Urban Development, the Board receives referrals from HUD. HUD in turn provides compensation to the Board.

Purpose/Intent

According to the Housing and Community Development Act of 1974, as amended, Community Development Block Grant entitlement communities are charged with the responsibility to insure compliance with the Fair Housing Public Law as summarized above. Block Grant entitlements are further required to conduct a Fair Housing Analysis which identifies impediments to fair housing choices. Fair housing choice is defined as "the ability of persons, regardless of race, color, religion, sex, national origin, familial status or handicap, of similar income level to have available to them the same housing choices." The fair housing analysis is intended to encompass the following six categories:

- ☞ The sale or rental of dwellings (public or private);
- ☞ The provision of housing brokerages services;
- ☞ The provision of financial assistance for dwellings;

- ☞ Public policies and actions affecting the approval of sites and other building requirements used in the approval process for the construction of publicly assisted housing;
- ☞ The administrative policies concerning community development and housing activities, which affect opportunities of minority households to select housing inside or outside areas of minority concentration; and,
- ☞ Where there is a determination of unlawful segregation or other housing discrimination by a court or a finding of noncompliance by HUD regarding assisted housing in a recipient's jurisdiction, an analysis of the actions which could be taken by the recipient to remedy the discriminatory condition, including actions involving the expenditure of funds made available under this part.

The purpose of this report is to evaluate the housing characteristics of the City of Portsmouth, to identify blatant or de facto impediments to fair housing choice and to arrive at a strategy necessary for the expansion of housing opportunities throughout the City.

The successful implementation of this strategy relies heavily on the cooperation and coordination of each agency and (or) institution that is expected to participate in the development of this plan. As a result of the Fair Housing Policy recommendations, it is anticipated that City Council will provide the leadership and resources required for strategy implementation.

Housing Discrimination Complaints

The City was unable to identify any housing discrimination complaints placed with the Virginia Department of Professional and Occupational Regulation or the U.S. Department of Housing and Urban Development. Measures taken to identify complaints are explained in the text of the Fair Housing Analysis.

Jurisdictional Background Data

Demographic Data and Income Characteristics

According to the Census Bureau, between 1980 and 1990, the population of the City of Portsmouth fell by nearly 700 persons, from 104,577 to 103,907 persons, or six-tenths of one percent.

The age distribution of Portsmouth's population also changed during the 1980s, affected by factors as such as the aging of the Baby Boom cohort (those persons born between 1946 and 1964) and the flight of families to suburban areas, as well as changes in the military. The number of persons between the ages of 35 and 44 increased, although not enough to offset the decline in the number of persons younger than 25 and those between the ages of 55 and 64.

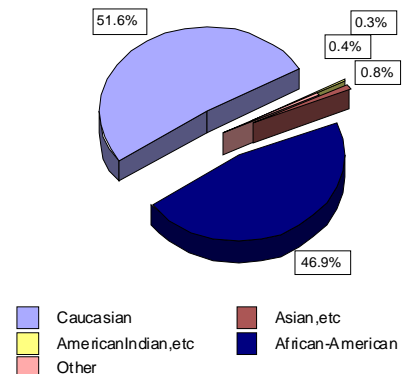
The 35 to 64 year old group comprises 30.5 percent of the total population. This group represents community stability with a high rate of home ownership. Likewise, this group leads consumers spending with the highest share of households with discretionary income. Discretionary income is money people have for spending after they have paid for housing, food, and other necessities.

The 65 year old and older age group represent 13.7 percent of the total population in Portsmouth. This group is subject to an increased risk of having chronic health conditions and to requiring personal assistance with everyday activities. Growth in the elderly population will generally mean a corresponding increase in demand for in-home and nursing home services. Factors contributing to the rise in this segment of the population include, increased life expectancy, low birth to death ratios, and the area's increasing popularity as a place for retirement.

Demographic data from the 1990 Census as found at the end of this Section in the attached Tables 2A and 2B, reveals that the City of Portsmouth has an almost equal number/percent of Caucasian (51.2 percent) and Minority (48.9 percent) including African American, American Indian and Asian. The most significant portion of the minority population is comprised of African-Americans (47.3 percent of the total population). Analysis of census data, the percentage of African-Americans living in virtual racial isolation (on blocks that are at least 90 percent African-American) dropped dramatically in Portsmouth during the 1970s and 1980s according to the Daily Press (see attached news article). The data analysis indicates that the percentage of African-Americans living in Portsmouth in virtual racial isolation was at a high of 80 percent in 1960 and by 1990 had declined to 65 percent. Although progress is slower and more sporadic than many people would like, the Analysis indicates that Portsmouth and its neighboring cities in the Hampton Roads area "...are mixing their neighborhoods faster than in the average American city and considerably faster than elsewhere in the South" experiencing an overall 10.5 percent decline in racial isolation between 1980 and 1990.

Contributing to the integration of neighborhoods is the financial ability of a growing number of African-Americans to live where they please. The 1990 Census (see Table 2 K following this Section) placed the Median Household Income for the City of Portsmouth at \$24,601, with Caucasian households at 120 percent of the median and African-American households at 73 percent of the median. The Minority group with the highest median income is comprised of Asians and Pacific Islanders which was also at 120 percent of the median. The current estimated median

Demographic Data by Race
Portsmouth, Virginia



household income for the City of Portsmouth is \$44,600, which is an 81 percent increase from the 1990 Census.

The 1990 Census reports that almost half of all African Americans had very low incomes (31-50 percent of the median family income or MFI). Twenty-eight percent of Hispanic households, 37 percent of Native American households, 18 percent of white households, and 11 percent of Asian households fit in the same income group. Forty-two percent of the total households in Portsmouth earn more than 95 percent of median family income.

Following this section is a series of tables and maps that include information on the actual number and percentage of persons in each of the four jurisdictions, Chesapeake, Norfolk, Portsmouth, and Virginia Beach, by various demographic and income characteristics.

Employment and Transportation Profile

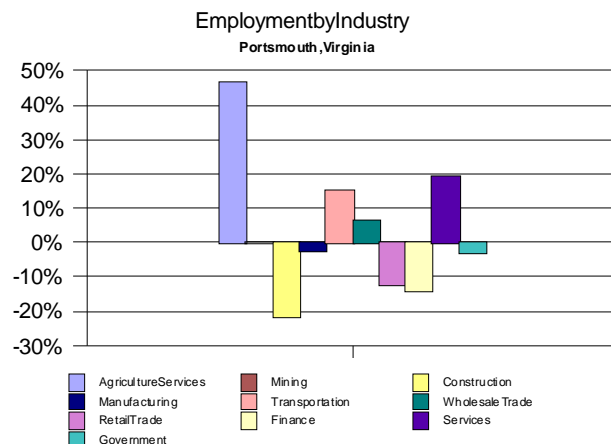
Employment: The total number of jobs in the City of Portsmouth rose steadily through the 1980s, climbing from 53,917 jobs in 1980 to 62,698 in 1988. However, in 1989, Portsmouth's employment fell from the first time, to 60,989 jobs, and dropped again the following year, to 59,813 jobs in 1990. The unemployment rate in Portsmouth stood at 7.3 percent of the labor force in 1990.

Data from the Bureau of Economic Analysis identified growth trends by major industry category. Between 1983 and 1993, the Bureau of Economic Analysis data gives the appearance that the greatest growth of 46.6 percent in employment was in the Agricultural Services industry that includes forestry and fishing. This is, however, misleading since there were only 129 out of 55,216 persons employed in that industry in 1993. More significantly, the largest number increase was in the Finance, Insurance and Real Estate industry which increased by 19.2 percent.

In addition, the Transportation and Public Utilities experienced an increase of employment of 15.5 percent. Although the Government category experienced a 2.8 percent decrease, primarily the result of cut backs in federal and civilian work force, the Military and State and Local governments had a 13 and 21.6 percent increase, respectively.

Transportation: In 1990, nearly 54 percent of Portsmouth residents who worked were employed within the City. Another third of city residents commuted to the adjacent cities of Norfolk and Chesapeake. Fewer than 10 percent of Portsmouth residents worked in Virginia Beach, Suffolk, Newport News, Hampton, Isle of Wight County and Franklin, and the remaining 2.3 percent worked outside the Hampton Roads Planning District.

However, those persons who both lived and worked in Portsmouth in 1990 accounted for 44.1 percent of Portsmouth's total workforce. More than a third of the City's jobs were held by persons commuting from Chesapeake and Virginia Beach, another 14.7 percent by persons commuting from Norfolk and Suffolk. Residents from the other nearby cities held another 2.8 percent of Portsmouth's jobs, and the remaining jobs were held by persons living outside the Hampton Roads Planning District.



The tables following this section illustrate employment in each of the four jurisdictions by type, as well as identification of growth trends. Table 3A provides an employment profile using 1993 Bureau of Economic Analysis data. Note that employment is detailed by major industry category, including the military. Table 3B illustrates the percentage change in employment levels from 1983 to 1993 by major industry category by city.

Table 3C provides a transportation profile according to the 1990 Census Journey to Work information

Housing Profile

The total number of housing units in the City of Portsmouth is 42,283 of which 8.4 percent were reported vacant by the Census Bureau in 1990. Of those occupied, 56 percent are owner-occupied and 44 percent are renter-occupied homes.

The age of the housing units indicates a relatively older housing stock with 54 percent of the units being 40 years old or more. Between 1980 and 1989, the number of housing units increased by 5,723 or an average increase of approximately 57 units a year (or a overall 15.6 percent).

The number of housing units in Portsmouth increased from 38,611 in 1980 to 44,934 in 1990. Of this number, 38 percent are two-bedroom units and 51 percent are three- or more bedroom units. Between 1983 and 1990, 1,709 single-family units and 2,062 multifamily units were constructed. According to the 1990 census, the mean value of residential structures was \$73,134. There was an owner housing vacancy rate of nearly 3 percent and the rental vacancy rate grew to 11 percent.

The majority of owner-occupied units have three or more bedrooms. Only 25 percent are two-bedroom units, and 2 percent one-bedroom units. Fifty-three percent of renters live in two-bedroom units, 25 percent live in three or more bedroom units, and 28 percent live in one bedroom units. Median rent in Portsmouth for a one-bedroom unit is \$418, two-bedroom units are \$492, and three-bedroom units are \$615.

According to the Market Analysis prepared for the Ida Barbour HOPE VI project, housing costs within the City of Portsmouth, and in the adjacent Hampton Roads communities, are considered quite low. With the exception of Harbor Towers, base market rents at every other surveyed Portsmouth rental community range from considerably below to just slightly above HUD's Fair Market Rents for fiscal year 1997. New housing units are for sale, both within Portsmouth and in nearby Hampton Roads communities, with base prices starting at below \$60,000 for attached and below \$100,000 for detached housing units, with prices per square foot generally below \$70.

Table 4 below provides a housing profile of four jurisdiction, Chesapeake, Norfolk, Portsmouth and Virginia Beach. Included in the profile are the number of housing units by type, occupancy, and cost.

Table 4. Housing Profile

	Chesapeake	Norfolk	Portsmouth	Virginia Beach
Housing Units	55,742	98,762	42,283	147,037

	Chesapeake	Norfolk	Portsmouth	Virginia Beach
1- unit detached	37,953	44,461	25,421	79,174
1- unit attached	5,532	6,172	2,953	28,151
2to4units	3,544	17,962	5,561	9,825
5to9units	3,129	12,674	4,791	13,038
10ormore units	3,043	15,683	2,966	13,035
Mobilehome	2,541	1,810	591	3,814
Owner Occupied	37,916	39,387	21,644	84,719
Renter Occupied	14,049	50,091	17,097	50,847
Median Value	\$88,200	\$74,500	\$67,400	96,500
Median Rent	399	361	327	484
Condition	N/A	N/A	N/A	N/A
Accessibility	N/A	N/A	N/A	N/A
Occupied	51,965	89,478	38,741	135,566
Vacant	3,777	9,284	3,542	11,471
VacantRate	6.8%	9.4%	8.4%	7.8%

Source: 1990 Census

Housing Needs: The Portsmouth Consolidated Plan for 1995 indicates that 43 percent of Portsmouth households report housing problems. Severe cost burden, overcrowding, and the lack of affordable housing were cited as issues. The Consolidated Plan identified affordable rental housing for the elderly and for both large and small families as the greatest housing need. Both owner and renter minority -headed households with incomes of under 50 percent of the median family income also require assistance.

Affordable Housing Needs: *Extremely low income (0 -30 percent MFI).* Extremely low -income households rent about 3,100 units of housing. In addition, 625 owner -occupied units have been identified as extremely low -income housing. Seventy -three percent of the renter households and 76 percent of the owner -occupied households are cost burdened, indicating that they spend over 30 percent of their income on housing costs.

Almost 40 percent of all minority -headed rental households have extremely low incomes. All minority households have a disproportionate need for housing assistance.

Very low -income (31 -50 percent MFI). Housing stock for very low -income families consists of 7,627 units. About half of these are two -bedroom units. Of the 1,617 vacant rental units available, 83 percent are two -bedroom units. Owner -occupied units include 2,319 units. Census information revealed that 23 percent were severely cost burdened, paying over 50 percent of

income on housing, and 74 percent paid more than 30 percent of their income toward housing.

While 19 percent of all minority -headed households combined fall under this income category, Hispanic households are disproportionately represented with 31 percent earning very low incomes.

Other low -income (51 -80 percent MFI). Other low -income rental housing stock consists of 16,117 units, again over half of these are two -bedroom units. There are 2,087 vacant units. Although census information found that a small sector of this rental population is severely cost burdened, 41 percent pay more than 30 percent of their income for housing. Owner -occupied units include 11,851 units. Sixty percent of these owners pay between 30 and 50 percent of their income for housing. Of all households, 6 percent are overcrowded, with the greatest demand in renter households with more than five family members. Hispanic rental households show a disproportionate need, as do all minority -headed owner households.

Homeless Needs: In response to census information indicating that 73 percent of very low -income households were threatened with homelessness, the Portsmouth Area Resource Coalition (PARC) Place Shelter, one of two organizations providing facilities for the homeless in Portsmouth, conducted a survey in 1994 to prioritize needs. The results of the survey, which emphasized a continuum of care approach, have led to the Supportive Housing Program. This program currently serves 13 families --84 percent black, 12 percent white, and 4 percent representing other racial/ethnic origins. The program has four components:

- Housing projects that provide short -term housing and support services to homeless people capable of living independently.
- Permanent housing for handicapped homeless persons.
- Projects with innovative methods of meeting immediate and long -term needs of homeless people.
- Employment/training, transportation, and child care services to improve homeownership opportunities.

In 1994 PARC Place Shelter provided shelter for 243 individuals, 93 percent of whom were black. The shelter had to turn away 328 homeless persons.

During a year, Help and Emergency Response (HER) provided services for 138 homeless women and 179 children, the majority of whom were black (87 percent). HER also offers two dwelling units for transitional housing and has obtained a new structure to provide for an additional 43 individuals. Together the two programs have 55 beds; 25 of these are reserved for battered women and children.

The City's Community Services Board has one unit with two bedrooms for mentally ill homeless people and coordinates with the Social Services Department to provide housing for 6 mentally ill homeless adults.

Public and Assisted Housing Needs: Portsmouth has 1,905 public housing units in six developments. There are 380 one -bedroom units, 844 two -bedroom units, and 681 three or more bedroom units. Five percent of the living units in five of the six housing complexes are handicapped accessible. The sixth development is in the process of modifying units.

In addition the City has 1,179 Section 8 units. Mount Hermon, Effingham Plaza, and Malvern Hill comprise 322 newly constructed elderly units, and there are 430 Section 8 family units in London Oaks and Southside. There are 420 units of existing housing for certificates and

vouchers with 307 families on the waiting list.

The Portsmouth Redevelopment and Housing Authority administers the Public Housing Management Assessment Program (PHMAP) which targets a 5 percent rent delinquency rate maximum. The program monitors resident accounts for early detection of potential delinquency problems, offers counseling and referrals, and monitors rent payment agreements with prompt legal action upon default. The program improves the public housing living environment through increased police security.

DemographicDataandIncomeCharacteristicsTables

Table2A	RaceandSex
Table2B	RaceandSex,PercentofTotal
Table2C	NationalOrigin
Table2D	NationalOrigin,PercentofTotal
Table2E	AgeBreakdowns
Table2F	AgeBreakdowns,PercentofTotal
Table2G	Handicap
Table2H	Handicap,PercentofTotal
Table2I	FamilialStatus
Table2J	FamilialStatus,PercentofTotal
Table2K	IncomeCharacteristics

EmploymentandTransportationProfileTables

Table3A EmploymentByIndustry

Table3B EmploymentProfile –GrowthTrends

Table3C TransportationProfile

Table5 PrivateEm ployerswithover500Employees

MajorEmployers:Portsmouth,Virginia

Maps

Portsmouth,VA -CensusBoundaries

1996Portsmouth,VA -PercentageSubsidizedUnits

1990PercentageAfricanAmerican(Tract)

MapLayers

PortsmouthVirginia -MedianRent -%Income(Tract)

1990MedianValue -OwnerOccupied(Tract)

Portsmouth,VA1990PercentMinorityHouseholds(Tract)

Portsmouth,VA -PercentLow -ModerateIncome

1997EstimatedHouseholdIncomeRanges

Evaluation of Current Fair Housing Legal Status

Attached is a listing of the Fair Housing complaints from the Department of Professional and Occupational Regulation as of 1996. Additional information has been requested and will be added to this section of the Analysis.

Identification of Impediments to Fair Housing Choice

The Sale or Rental of Housing

To determine impediments to housing choice within the areas of the sale and rental of housing a telephone survey was conducted by PRHA staff in 1996, among recent home buyers regarding their experience. It was found that real estate brokerage services were commonly used by the public in the home buying process. Overall, survey respondents indicated satisfaction with the performance of the real estate industry and the financial institutions during the home buying process.

The analysis of the rental of dwellings was accomplished in a different manner. A on-site inspection was made of 16 apartment complexes in the City. In addition, a lengthy interview was conducted with the apartment manager or agent. Emphasis was placed on the presence of the Fair Housing logo and poster and on the employee's knowledge of fair housing requirements.

In summary, less than half of the complexes displayed the logo and only 56% of the complexes had the poster displayed. Approximately, eighty-eight percent of the managers indicated that they had received fair housing training and sixty-three percent had written instructions.

Provision of Housing Brokerage Services

To determine if any barriers to fair housing choice exist in the provision of housing brokerage services, each member of the Tidewater Association of Realtors and the Portsmouth-Chesapeake Association of Realtors was interviewed.

In total, 150 brokers were interviewed. Questions focused on the presence of the fair housing logo and poster in the offices, staff training and knowledge and provision of fair housing information to clients. Overall, the responses indicated good compliance with fair housing law and Voluntary Affirmative Marketing Agreement (VAMA) requirements. Between 70 percent and 80 percent of the respondents displayed the logo and poster in the appropriate location. Over three quarters of the respondents indicated that their agents attended some form of fair housing training and that fair housing information was available to agents.

Less than half of the brokers indicated that they used the Equal Service Report or an equivalent form to maintain data on clients. Agents, in general, did not distribute fair housing information to clients.

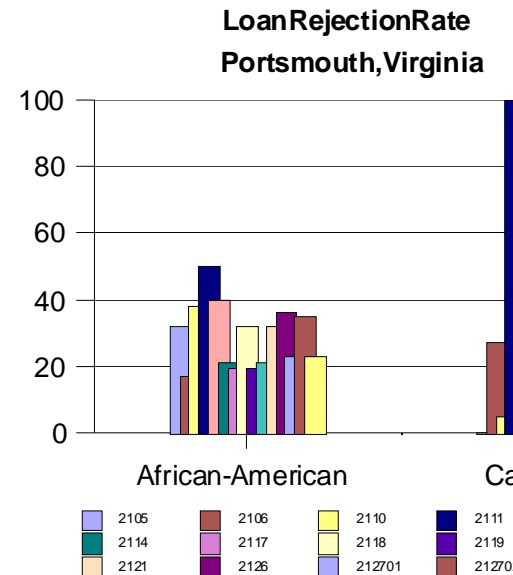
Provision of Financing Assistance for Dwellings

In order to investigate whether or not there are any discriminatory lending patterns, practices and disclosures, as well as redlining practices, Home Mortgage Disclosure Act (HMDA) data for 1996 was analyzed. The Disclosure statements used in this Analysis are comprised of the aggregate tables for all financial institutions in the Hampton Roads Metropolitan Statistical Area. For categorization into groups, percentages are not rounded.

For the purposes of this Analysis, our focus is on the overall loan rejection rate for the City of Portsmouth (loan rejection is defined as mortgage application that did not result in a loan). The attached Tables illustrate this information by race for those Census Tracts.

Loan activity in minority census tracts, defined as those tracts with a non-white population greater than 50 percent were analyzed. The overall loan rejection rate in the City of Portsmouth was 25 percent in 1996 for African-Americans and 26 percent for Caucasians applying in the same Census Tract. The highest number of loan applications made by African-Americans were made in Census Tract 2127, 01 and 02 for a total of 326 with an overall rejection rate of 27 percent. It should also be noted that African-Americans submitted almost 3 times as many applications as did Caucasians (782 to 261).

Based on the 1996 data, it appears that the lending institutions in the City of Portsmouth are providing equal housing opportunities for Minorities.



Public Policies and Actions

The City's administrative policies were reviewed and analyzed as follows:

The Portsmouth Redevelopment and Housing Authority's Public Housing Admission and Occupancy Policy was revised in August, 1997. The main objective of this policy is to foster economic diversity within the public housing developments. One way to effect this objective is to avoid concentrating the City's most economically deprived citizens in any single housing development. An effort is made to obtain a broad range of applicants who have low and very low incomes and disperse throughout the available public housing. This policy also includes a provision to ensure that those persons whose income is deprived, in whole or in part, from federal or state public assistance will not be discriminated against in the selection process.

The City of Portsmouth's Uniform Displacement was revised in 1997. The Authority follows a practice of affirmative action to ensure that the citizens of Portsmouth have maximum opportunities to select replacement housing from the entire available supply of housing units within the City. Standards set by City Housing Services are rigidly enforced to ensure that replacement housing is safe, decent and sanitary. The Authority provides such services as pre-inspection reports, transportation and, in most cases, acting as a liaison between citizens and other service providers. Relocation activities are monitored by the Authority's Fair Housing Office to ensure that no acts of discrimination are committed by real estate firms or private landlords.

The Portsmouth Redevelopment and Housing Authority's Section 8 Existing and Housing Voucher Administrative Plan was revised in 1997. The Authority places emphasis on identifying available housing units in non-impacted areas. The Section 8 office conducts outreach programs to housing providers in areas outside of low income and minority concentrations. These programs consist of newspaper advertisements, direct calls and mailings and individual meetings with interested landlords, Realtors and property owners. The Fair Housing Office also works with citizens of the community to ensure that they are not discriminated against by housing providers.

Assessment of Current Public and Private Fair Housing Programs and Activities

A review of local and state land development policies and procedures does not indicate any major or excessive regulation or procedures which act to hinder development of affordable housing in Portsmouth.

Portsmouth uses the State Uniform Building Code and Building Officials and Code Administrators (BOCA) International Building Codes as standards for residential development. Since the BOCA code is chiefly a performance code versus a specification code, it is the most reasonable and economical approach to building requirements which do not, at the same time, compromise building safety. Building code implementation allows for variances on elements of the code, so long as the intent of the code is met without compromising on safety.

The City of Portsmouth recently adopted a new zoning ordinance. Generally the ordinance does not include regulations which hinder affordable housing. Lot size standards are not excessive. The ordinance allows for the establishment of zoning districts with a minimum lot size as small as 5,000 square feet. Multi-family structures are allowed in most residential districts by a group housing permit. Standards for group housing permit such as landscaping and parking impact cost of multi-family housing construction. However, the extent of cost increase per unit has not been determined. Standards for group housing or multi-family housing generally relate to accepted zoning considerations such as compatibility with the surrounding neighborhood. The City's zoning ordinance does not contain single purpose districts for multi-family residential structures, townhouses, and trailer homes. Administration of Portsmouth's zoning ordinance allows for variances under circumstances consistent with State statutes.

The City of Portsmouth is unaware of any impediments or negative impact of public policies which may affect the cost of housing. The City will continue to provide relations and technical assistance to low and moderate income families that are displaced and provide low interest loans for rehabilitation. The City will continue to pursue funding for moderate income persons to purchase new housing and undertake rehabilitation in targeted neighborhoods.

In conjunction with the City's Community Development Block Program Section 108 LGP, the Council of the City of Portsmouth and the Portsmouth Redevelopment and Housing Authority shall assure a reasonable step will be taken to minimize displacement as a result of acquisition and demolition activities.

Inasmuch as relocation may present a potential physical and financial hardship to the displacee, the Authority will attempt to minimize much hardship to the displacee in order to fully implement those plans and programs being carried out for the overall betterment of the City of Portsmouth. There shall be no differentiation, with regard to the requirement for relocation and the provision of relocation benefits as a result of the person's race, color, religion, sex, national origin, age, or source of income. The Authority shall, within a reasonable period of time, insure that the displacee is able to find a comparable replacement dwelling and that the range of choices offered to such displacee shall not differentiate as a result of their race, color, religion, sex, national origin, age or source of income.

The Portsmouth Redevelopment and Housing Authority acts as the City's fair housing office. The Authority implements activities which are designed to provide for broader housing choices. The program interfaces with realtors, landlords, developers, and other fair housing organizations to promote fair housing and investigates and addresses fair housing concerns. Seminars, newsletter articles, and working with lending institutions and realtors on fair housing practices are some of the efforts focused on ameliorating concentrations of minority and low

income households. In the administration of the Section 8 Rental Assistance program, the local housing authority practices affirmative marketing of locations and units outside areas of concentration and providing transportation to improve access to units.

There is no knowledge of a determination of unlawful segregation of housing discrimination by a court of a finding of noncompliance by HUD regarding assisted housing within the City of Portsmouth.

Ida Barbour HOPE VI Revitalization Plan

One of the most significant current public and private program that will impact on Portsmouth's commitment to affirmatively furthering fair housing opportunities is the Ida Barbour HOPE VI Revitalization Plan.

Existing Conditions: Ida Barbour Park is a 45-year-old public housing project at odds with the surrounding neighborhood design. The project is located in the southwest quadrant of Olde Towne, Portsmouth. It is a dense, barracks-style project of 663 units on 4.1 acres of land. The project was never modernized. Its street patterns, infrastructure and utilities are obsolete, dilapidated and unsafe.

The project represents its own census tract and is the highest poverty census tract in the City of Portsmouth and Tidewater region. Civic disaffection is the norm. Antisocial behavior, coupled with antiquated design, contribute to resident and community fears. Apathy, and steady criminal activity in spite of an aggressive City/PRHA policing effort, contribute to a sense of hopelessness.

As it currently exists, the Ida Barbour project represents a barrier to the retention of community capital and to the reinvestment opportunities presented here at this important gateway to the City.

Development Plan: The proposed development is for 279 new units built in 5 phases. One hundred and sixty-two units are designed for homeownership and one hundred and seventeen units are designed as rental and, of these, many are also designed to facilitate rental to homeownership opportunities.

The development will commence with the demolition of the old Riddick Weaver School adjoining Ida Barbour's original footprint (Phase 1A). Thirty-five new homes will be built on this city-owned tract, and financed directly with HOPE VI monies. The average purchase price of the homes will be \$85,000.

The second phase to be built involves 56 mixed finance (primarily LIHTC and HOPE VI) rental units. The combination of these two phases will give the area as sufficient critical mass to radically transform the landscape from 1940's barracks to affordable homes built in the style of the neighborly "new urbanism". By pacing the development construction, disruption to the relocating residents is minimized and the housing need can be met without glutting the market, stifling demand or risking cash flow.

Subsequent phases will complete the primary development area. Included will be the unique Foundation Stone campus. The plan reduces density from sixteen units per acre to seven.

Self Sufficiency: Self sufficiency represents a HOPE VI investment of \$3.5 million. Self sufficiency programming began six months ago and 25 percent of the residents are actively engaged in the program.

These self-sufficiency budget is designed to finance necessary intensive case management, aggressive local partnership commitment and facility hard costs during year one. Gradually, as individuals replace TANF with wages, the FSSP focus shifts to economic development and to educational programs to promote opportunities for individuals to move up the housing ladder, from rental to home ownership, which the newly revitalized neighborhood contains.

Foundation Stone is an intensive life skills program, housing 46 families in a renovated, Section 8 based apartment complex. The program delivers programs, resources and support to the families living there. Participants must sign a "Social Compact" and live within the guidance of the Council of Peers while completing their Family Success Plan over a three-year period.

Program Management: The PRHA manages the revitalization of Ida Barbour with an orientation to cost effective, yet quality driven services. The PRHA is a HUD High Performer, scoring 100% on PHMAP for the past four years.

"The City of Portsmouth's plan exemplifies what the HOPEVI program is all about. It will revitalize a severely distressed urban environment and create a neighborhood in which families are fully self-sufficient. It has the potential to serve as a model for future revitalization efforts."

*-The Honorable Charles S. Robb,
U.S. Senator*

"The award of \$24.8 million represents one of the biggest milestones in our City's effort to rejuvenate itself and will always be seen as a catalyst in not only rebuilding structures but in assisting the people who live in Ida Barbour to rebuild their lives."

*-The Honorable James Holley,
Mayor, City of Portsmouth*

Cornerstone Housing of Columbia, Maryland was selected as the development partner. Cornerstone is presently engaged in three other HOPEVI sites as either Master Developer or Program Manager. Cooper, Spong and Davis provide legal counsel and the firm of Failes and Associates has been selected to establish accounting and audit functions. The latter two firms are from the Tidewater area.

Program Schedule & Financing: The Revitalization Plan proposes the following development schedule comprised of the phases and timelines for the revitalization of the primary development area of Ida Barbour Park.

Phase	No. Units	Start	End	Funding
Phase 1A	35	Fall 1998	Summer 1999	HOPEVI
Phase 1B	28	Spring 1999	Spring 2000	HVI
Phase 2A Private Debt	56	Fall 1998	Fall 1999	LIHTC/HVI/
Phase 2B for-sale proceeds	119	Fall 1999	Fall 2000	MIXED, including
Phase 3A for-sale proceeds	41	Fall 2000	Fall 2001	MIXED, including
Total:	279		2001	

The PRHA recognizes that the revitalization schedule is conditioned by the availability of each of the leveraged funding sources (particularly the tax credit set aside for PHAs for which the PRHA was the only HOPEVI awardee in the 1998 round to apply) and the market demand for the 162 units (particularly Phase 1A & B of 63 HOPEVI financed single family units) for off-sale

housing. However, we feel confident that the expertise and discipline of the two primary partners, the PRHA and Cornerstone Housing, L.L.C., will produce a replicable model of HOPE VI efficiency and scheduling for product delivery resulting in a sustainable community.

Unique Features of the Plan: Unique features of the plan are:

- A neighborhood that will contain a housing ladder, giving residents every opportunity to move up and out starting from public housing to market rate homes for purchase.
- A well paced development schedule that turns the image of the area yet does not overwhelm the market by implying over development that cannot be sold.
- Foundation Stone, a 46 -unit, intensive self -sufficiency campus
- Local agencies forming a coalition via the Community Task Force to streamline services to an at risk population;
- 162 units of mixed income homeownership
- 117 units of mixed income rental
- A planning process integrating and expanding citizen participation, from the Ida Barbour Resident Council, the Vision 2005 Sub Committee and the Chamber of Commerce
- Commitment and funding from the Developer for economic development
- Return of investment of \$210 million over a 20 -year period

The Plan is ready to implement and can be replicated. It is a blueprint of social responsibility, economic opportunity and architectural design and brings to Portsmouth the return of community capitalization and civic attachment.

Impact on the Community: The transformation of the Ida Barbour Project into a stable, mixed-income, mixed -use community will have a positive impact on the surrounding area. The neighborhood surrounding the Project, particularly the area between County Street and London Boulevard is badly blighted. Many blocks are empty or contain many empty lots and dilapidated housing. The Vision 2005 Plan calls for a revitalization of the entire area: restoration of sound existing structure, redevelopment of infill housing, new park extending from the new I. C. Norcom High School, commercial development along High Street, a new supermarket next to the high school, new senior's building - Victory Square - plan being developed by two local churches is planned for the corner of County and Chestnut Streets, new neighborhood commercial development on County and Effingham Streets, provide great incubator business locations, and new light industrial uses planned for the abandoned rail yard and to the southwest.

Empowerment 2010

The Cities of Portsmouth and Norfolk have jointly developed an Empowerment Zone application that embodies the goals and reflects the fundamental purpose of restructuring the complicated socio-economic base with interconnects the destinies of these two historic cities. "The Vision that

reflects our interwoven destiny embodied in our commitment to strengthen social interdependence and guarantee economic independence for our citizens. The ultimate outcome of this vision is the well-being of four families.”

The strategic plan, as outlined in the Empowerment Zone application embraces six overarching goals:

1. Create a climate within the Zone that encourages new business development and expansion of existing business markets.
2. Develop the work force so that it is competitive, can access opportunity, and retain employment positions.
3. Improve the quality of life and the stability of four neighborhoods by increasing housing choice and the supply of adequate affordable rental and home owner housing.
4. Ensure the safety and security of four neighborhoods
5. Rebuild family structure and the mental and physical health of four families.
6. Build pride and increased community capacity for resource use.

The Empowerment Zone application targets three qualified developable sites, one in Norfolk and two in Portsmouth.

☛ Hampton Boulevard Redevelopment Project adjacent to Old Dominion University (50 acres)

☛ Portsmouth Commerce Park and Tower Mall (230 acres)

☛ Cox and Norfolk Southern Properties (709 acres)

These sites, augmented by EZ funding and private lender commitments represent a strong investment opportunity which will lead to more jobs and entrepreneurial opportunity within the Zone.

Conclusions and Recommendations

Although the City/PRHA actively promotes fair housing principles and enforces fair housing laws, this Analysis identifies five impediments to fair housing choice in the City of Portsmouth. Below is a list of the impediments identified and preliminary recommendations for addressing each impediment:

☛ **Impediment:** There is no agency identified to conduct testing of discrimination based on race, familial status, and disability. Although managers/owners of apartment complexes may be acting in accordance with the Fair Housing Act, there is no mechanism in place to systematically test the validity of compliance.

Recommendation: That the City/PRHA establish or identify an appropriate entity to conduct fair housing testing and educational efforts, in addition to working with the Tidewater Community Housing Resource Board to expand its

fair housing educational outreach programs.



Impediment: Barriers to home ownership include limited understanding of the home -buying process, lack of awareness of affordable housing opportunities and affordable financing, poor credit ratings, large amounts of debt, and minimal cash for down payment and closing costs.

Recommendation: (a) That the City/PRHA continue its aggressive marketing of the their home ownership programs, and continue to educate the real estate community on affordable opportunities in the City and available financing mechanisms.

(b) That the City/PRHA identify/designate local agency to provide counseling to potential home buyers on financial matters (credit issues, etc.), the home buying process, and the rights and responsibilities of home ownership.



Impediment: The absence of continued effort to maintain current data on fair housing issues, including, but not limited to: lending practices, complaint assistance, accessible housing for persons with disabilities, home ownership opportunities for minorities and lower income families, etc.

Recommendation: The City/PRHA establish a formal mechanism to obtain current fair housing related data on an ongoing basis and review and update this Analysis annually in an effort to identify any issues and be able to address them in a timely manner.



Impediment: Funding caps on the CDBG categories (administrative and public services) under which fair housing activities are classified under the CDBG program are an impediment to funding fair housing activities. The City/PRHA could not easily increase its fair housing expenditures without decreasing vital administrative expenses.

Recommendation: That the City/PRHA encourage HUD to make fair housing activities a separate category of eligible activities under the Community Development Block Grant Program, but until that occurs, continue to fund fair housing programs and activities within applicable Community Development Block Grant ceilings.



Impediment: A survey conducted in 1996 by PRHA identified a low percentage of realtors displaying the fair housing logo, which may indicate a lack of knowledge on the part of the realtor.

Recommendation: The City/PRHA ensure that the Tidewater Community Housing Resource Board and aggressively educate the community and real estate industry on fair housing laws by providing fair housing training to real estate and apartment industry professionals, by developing and distributing fair housing literature, and conducting home buyers' workshops.

2002 Addendum

The Cities of Hampton Roads have agreed to form a consortium to do a regional analysis of the Impediments to Fair Housing. A Request for Proposals (RFP) has been issued and it is anticipated a firm will be selected during the summer of 2002 to begin a regional analysis.

The Portsmouth Redevelopment and Housing Authority is anticipating submitting a HOPE VI Revitalization application for Jeffrey Wilson Homes based upon the fiscal year 2002 Notice of Fund Availability (NOFA). Jeffrey Wilson Homes is a barracks style, 400 unit low-income public housing development constructed in 1954. The development is situated in the Empowerment Zone and is bordered by a railroad track to the west and a deteriorated shopping center to the east. The City of Portsmouth considers the area inclusive of Jeffrey Wilson as part of its Vision 2005 Midtown area for which plans are being developed to designate it as a redevelopment area. Future land use for the area would be primarily non-residential.

The Midtown Economic Enhancement Strategy 2001 report prepared for the City of Portsmouth recommended "...the Portsmouth Redevelopment and Housing Authority should begin the process of demolishing the Jeffrey Wilson Homes complex in conjunction with HUD's HOPE VI program. Once the site is cleared, the Authority should market the property for office development -- perhaps through the solicitation of a master developer..." The current design and location of Jeffrey Wilson Homes are an impediment to meeting the social and physical needs of low income families and persons with disabilities. As noted above, the area immediately surrounding Jeffrey Wilson Homes is primarily non-residential. Although the Authority has provided reasonable accommodations at the Community Center, parking areas and common egress and ingress, the obsolete design of the units limits the feasibility of making the residence totally handicapped accessible and therefore is an impediment to furthering fair housing.

VA001k03

AttachmentK: Accomplishments

Low-incomepublichousing:The lastPHASscore replacedthe Authorityasa Standard Performer.

Continuedmodernizationwiththe comprehensivegrantprogramin DaleHomesand contributiontoHOPEVI.Relocationof140residentsfromWashingtonParkduringthe year.Developedapetpolicy,residentcommunityservicepolicyandaflatrentpolic y.

Section8:The programsizahasincreasedto1,316voucherswiththe additionof160 ConversionvouchersforChurchlandNorth(StoneRidge)Apartments.Duringthepastyear, wehaveinitiatedamobilitycounselingprogramforWashingtonParkfami esandissued 106voucherstofamiliesasarelationsource.Weareaddressingourlease -upratebythe issuanceandleasingof150voucherseverysixmonths.Weanticipatereachinga100%rate onorbeforeJune30,2002.Additionally,tobroadenour participantsrentalhousingchoices, wehaveincreasedthepaymentsstandardsto110%oftheFMRandconductedlandlord outreachresultingin51newlandlords.

HOPEVI: Thephase1portionoftheprojecttoconstruct62homeownershipwascompleted. All 59unitsavailableweresoldandoccupiedandfouraretoformerIdaBarbourresidents.

Thereunitcontinueasoursalesofficeandmodelsforfuturephases.Plansforsubmittinga mixedfinanceplanforphase2atoconstruct58unitsofACCrentalhou singwasapproved. Constructionbeganinthefallof2001anditisanticipatedtheseunitswillbeoccupiedby thefallof2002.

FoundationStone:The Authority's"CampusofLearners"entersintoitsthirdyearwith46 familiesmakingprogressinthe irlifeimprovementplans.

BridgingtheDigitalDivide:AwirelessnetworktoservetheresidentsofWestburywas donatedinpartbyCornerstoneHousingL.L.C.withservicesdonatedbyCombined ComputerServicesandPinnacleOnline.Theserverandt hewirelessaccesstotheinternet

will enable residents access via their personal computer to internet learning and information at no monthly cost to the resident.

Public Housing Drug Elimination Program: The Authority increased the police presence in high crime areas and saw a 10% reduction in criminal activity during the year. The implementation of the Welfare Reform Employment Training program has seen an increase in the number of residents involved in training programs.

Maintenance Services: The Authority's Maintenance Services Department experienced a 2% increase in the number of vacant units (220) prepared for re-occupancy in fiscal year 2001 and projects 225 vacant units for fiscal year 2002. The Authority continues to average 10 calendar days in preparing its vacant units for re-occupancy. The Authority continues to inspect 100% of its units and building systems annually in accordance with the Uniform Physical Condition Standards inspection protocol. The Authority continues to abate 100% of its emergency work orders within 24 hours or less. These trends and successes are expected to continue in fiscal year 2003.

MINUTES
Resident Advisory Board (RAB)

March 22, 2002

Attendees:

Dewayne Alford
Peggy Ashford -Scott
Kendall Boyd (Guest)
Pam Cannon
Sandra Cofield
Vincent Davis
Thelma Ellis
Gloria Fintch
Joan Goodrich
Gail Johnson
Linda Lewis (Guest)
Brenda Martin
Nellie Mason
Renee Ragland
Louis Ruffin
Dan Swanson
Sheena Taylor
Gertie Wallace
Andrea Ward

The Resident Advisory Board (RAB) met on Thursday, March 21, at 3:00 p.m.

PRHA's AGENDA

Empowerment 2010 - Ms. Linda Lewis, Neighborhood Development Manager for Empowerment 2010, Norfolk office, and Mr. Kendall W. Boyd, Center Manager for the Portsmouth Office were invited to give an update on Empowerment Zone concerns. She stated that Empowerment 2010, the Housing Authority and citizens are part of the Governor's Board. Ms. Lewis said that she and Mr. Boyd were soliciting representatives to address any concerns that they might have about the Citizen's Advisory Board, which functions as a group to give advice to the Governor's Board.

Mr. Boyd advised that three (3) additional members are needed from the Portsmouth community to sit on the Citizen's Advisory Board. One of their major activities would include the "Community Development Empowerment Grant Program". Empowerment 2010 is soliciting proposals from community-based and faith-based organizations, civic groups, and tenant councils. The demonstration grants would fund some ongoing programs for projects such as tutoring, mentorship programs, and leadership development activities. Mr. Boyd stated that communities could receive grant amounts up to \$25,000. He distributed copies of the application and explained that the Citizens Advisory Board is the first group that will review the grant proposals. Mr. Boyd advised that this Board has 10 representatives on the Governor's Board. In closing, Mr. Boyd said the representative, as required by the By-Laws, would have to serve in a top position (President or Vice-President) on the tenant council. He advised that Empowerment 2010 would like to have representatives from the public housing development to get their input as to how the grant money should be spent.

PA asked if the tenant council President/Vice-President could designate someone else to serve on the Citizens Advisory Board if they do not want to serve on the Board. Mr. Boyd reiterated that according to the By-Laws, the representative must serve in a top capacity on the tenant councils, but if the RAB feels that this guideline might restrict participation, he would address this with the Citizens Advisory Board. Mr. Ruffin asked if the Citizens Advisory Board had distributed any money. Mr. Boyd commented that no applications had been presented. He explained that once applications are submitted and approved by the Citizens Advisory Board, they would go to the Executive Committee of the Governor's Board, after which time they would go before the Governor's Board. The Governor's Board is the only body that can authorize funding.

Mr. Boyd also advised that Empowerment 2010 is close to final negotiation for the first Portsmouth Empowerment Center. The plans are to convert a warehouse to a facility that could house a child care center that offers services for parents who work the second shift, computer labs, a resource library, and meeting rooms for community groups. Mr. Boyd is looking for a second site and advised that plans are underway to utilize a donated bus from HRT as a mobile center, which should be ready for use in 60-90 days. The mobile center would be equipped with computers and audio-video equipment. Students at I.C. Norcom are working on ideas for the outside decor of the bus. Mr. Boyd asked the RAB to submit suggestions for the mobile center.

Ms. Lewis said that under the neighborhood development component, Empowerment 2010 is working to forge a partnership with Portsmouth/Norfolk to assist in giving technical support to tenant councils, civic leagues, and community and faith-based organizations.

Agency Plan - Mr. Swanson advised that our Agency Plan is the third submission to HUD regarding the annual operations plan. He distributed copies of the Agency Plan, which covered all areas with the exception of the Consolidated Plan (which is based on the Community Development Block Program) and the Fair Housing Analysis. He stated that the completed copies are located in each of the site offices and in the lobby of the main office. Mr. Swanson said the first portion of the Plan outlines the Authority's policies/procedures and revisions regarding public housing as well as changes in some of the lease provisions, management operations and the Section 8 Housing Choice Voucher Program.

He announced that a public hearing would be held on Monday, April 1, 2002, at 6:00 p.m. in the Effingham Plaza Community Center. The Board of Commissioners would be in attendance to hear the residents' comments and concerns. He said the hearing would be advertised in the "Currents" section of the newspaper on March 24, 2002 and March 31, 2002. Mailers would be sent to the Section 8 participants and flyers would be distributed to each public housing resident.

Mr. Swanson advised that the Authority plans to file a HOPE VI application for the Jeffry Wilson Homes housing development. He stated that Jeffry Wilson might be the area that receives a HOPE VI grant award due to all the development going on in the Mid-City area. He said several meetings would be held with the residents in Jeffry Wilson to discuss this matter in greater detail.

Ms. Goodrich advised that the primary change to the Admissions and Continued Occupancy Policy for public housing would be the inclusion of the Westbury, Phase II rental units. The 58 units would include: 10-1BR, 36-2BR and 12-3BR units. She explained that these rental units would be funded by a tax credit program. This means the income of the individuals living there cannot exceed 60% of the area median income. First priority for admission, which might start in 30-45 days, will be given to former Ida Barbour Park residents and if some do not qualify, admission would be open to the general public. The screening process would include home visits, credit checks and the police record checks. Ms. Goodrich said the Good Neighbor Policy, which is already in place, would be applicable.

Another change in the Admissions and Continued Occupancy Policy covers ineligible determinations based on criminal record checks. Ms. Goodrich said HUD requires that we advise applicants that we are going to declare them ineligible and must give them the opportunity to dispute the criminal record checks. Changes have also been made to the definitions regarding "guests" and "premises".

Mr. Ruffin asked if Westbury would be run like public housing. Ms. Goodrich explained that residents would pay 30% of their income with subsidy from public housing. She stressed that residents would have to abide by the tax credit regulations. Ms. Goodrich said site management would be available; a co-manager with tax credit experience would be on site for the first year.

Mr. Swanson commented that the residents of Westbury would be responsible for their utilities and would have utility allowances similar to those utilized by Section 8 participants.

Mr. Ruffin stated that the RAB doesn't want to see the same things happen with the screening for Westbury that was done in Ida Barbour Park due to some of the HUD guidelines. Ms. Ashford-Scott said she feels that HUD has equipped the Authority with the tools needed to make sure that Westbury, Phase II does not get off to the same start that public housing had years ago.

Mr. Ruffin asked if the RAB's recommendations would be considered regarding the screening of applicants for Westbury since the Board feels their input was ignored when the Ida Barbour screening was conducted. Ms. Goodrich stated that the RAB's recommendations were regarding home visits and not the criminal aspect for screening residents. Ms. Ashford-Scott made reference to a process used in Chicago where a housing development had established a resident board to interview applicants prior to them being housed. Ms. Goodrich encouraged the RAB to consider starting a resident board to consist of two or three individuals. It would have to be well structured to give fair treatment to all applicants.

Regarding the new public housing lease agreement changes, Ms. Ashford -Scott advised that the Attorney is reviewing the screening/eviction policies that will be incorporated. She stated that a policy regarding drug activity for adults "on or off" the premises is also being reviewed. Copies of the new federal requirements for public housing were distributed.

Ms. Martin inquired about the transfer of flat rents from public housing to Westbury. Ms. Goodrich explained that flat rents in Westbury would be higher than those for public housing because the units are new and include carpet, w/d hook -ups, and air conditioning.

Ms. Martin feels that the Authority should hold meetings to inform residents about the upcoming application process for Westbury, Phase II. Ms. Goodrich commented that residents who express an interest in this development would be notified.

Ms. Finch questioned whether firewalls were installed in the Westbury, Phase II development. Ms. Goodrich advised said to her knowledge they are not included and that it would be a very costly expense, which ultimately would be passed on to the resident.

Administrative Plan for the Section 8 Housing Choice Voucher Program - Ms. Johnson stated that the Certificate and Voucher Program merged in January '99 to become the Section 8 Housing Choice Voucher Program. The conversion was completed in October '01. She said the following changes were made to the Administrative Plan for the Section 8 Program:

- * Addition of new lead base paint requirements, effective 2/15/02. This includes identification of lead paint hazards, notification to occupants of the existence of hazards and control of lead base paint hazard to reduce lead poisoning in children.
- * Addition under "Family Obligation" that if a participant owes a debt of \$250 or less, such debt has to be paid immediately. If the debt is over \$250, it must be paid over a period of, but not to exceed, 12 months.
- * Addition of new drug/screening policies as indicated in the public housing guidelines.
- * Addition of a section on SEMAP (Section 8 Management Assessment Program), a tool used to measure the performance of the Housing Choice Voucher Program.
- * Addition of required Section 8 representation on the RAB. Participants could be added to the existing RAB or a separate Board would be formed.
- * Other additions include special housing types, which the Authority does not allow households to participate in shared group homes, single room occupancy, etc. Also, some required definitions have been added.
- * This section regarding the Authority's liability to pay unpaid rent/damage charges was deleted.

Ms. Finch requested a copy of the changes for the Section 8 Plan, which Ms. Johnson said she would furnish.

Ms. Ashford -Scott encouraged the RAB to submit their comments/concerns regarding any of the HUD requirements that had been discussed as part of the Agency Plan for either public housing or the Section 8 Program.

Update on Tenant Council Election Meetings - Ms. Taylor advised that the tenant council is up and running in Swanson Homes. The residents will meet on the second Tuesday of each month. Resident Initiatives will provide the training for council. Ms. Taylor said attendance was very poor for the meeting held in Lincoln Park, which another meeting will be scheduled. She and Ms. Ragland commented that the meeting in Jeffrey Wilson was well attended. A second meeting is scheduled for 3/27/02 and the nomination meeting has been scheduled for 4/4/02. The meetings for Dale Homes are scheduled for 4/3/02 and 4/4/02. Ms. Ashford -Scott encouraged the RAB to submit names of any residents that they feel would be good candidates for the tenant council.

Ms. Ashford -Scott asked if the staff could preside over tenant council meetings if the top positions are not filled. Ms. Goodrich stated that the staff could assist with the meetings but that residents are to fill the tenant council positions. Ms. Ragland/Ms. Taylor offered their assistance with meetings should this be the case. The RAB was commended for their participation in the interest meetings that have been held up to this point.

RAB AGENDA:

Moving Items for Seniors (spraying) - Mr. Ruffin advised that some seniors are unable to remove items from their cabinets as requested for the extermination sprayings. Ms. Ashford -Scott stated that the Authority does not have the manpower to assist the seniors. She suggested that the residents seek assistance from family members, friends or neighbors. Ms. Goodrich suggested that some of the youth (cheerleaders, baseball/football players) should volunteer their time to assist the seniors, which would be a way for the kids to give back to the community. In conjunction with Ms. Goodrich, Ms. Ragland said the Authority could propose this as a community requirement for kids who participate in cheerleading or sports programs that are approved/funded by the Authority. RAB members commented that kids expect to be paid for doing such jobs. Ms. Ashford -Scott and Ms. Goodrich emphasized that all residents are required to adhere to the obligations of their lease. Mr. Alford suggested that the RAB members volunteer their services since they have first-hand knowledge of the seniors whom they have this problem. He stated that RAB members are leadership sources for the housing communities.

Ms. Martin asked if the seniors would be charged for items that are not removed from their cabinets. Mr. Alford explained that a fee has not been established, that it costs \$45 to spray each unit. His recommended fee would be no less than this amount that the Authority incurs.

Mr. Ruffin asked if the seniors could have more time to get their units ready for spraying. Mr. Alford said he's willing to work with the seniors/RAB regarding this concern.

Dog Policy Update - The RAB questioned if the dog policy was still in effect. Ms. Goodrich/Ms. Ashford -Scott confirmed that it is still in effect and advised that no residents have registered dogs or other pets with the management offices. Ms. Martin said she knows of a residence that has four (4) dogs living in the unit. She will report this information to Ms. Goodrich.

RAB Nameplates - **Mr. Ruffin inquired about nameplates for the RAB members. Ms. Goodrich will address this concern in a separate meeting with Mr. Ruffin and Mr. Short.**

Meter Reading Training - The RAB requested that they receive some training on reading their meters. Ms. Ragland/Ms. Taylor said they would share information regarding the meters along with assistance from Mr. Alford. The April meeting will be held in Dale Homess so the RAB can be trained to read the meters.

The meeting adjourned at 4:57 p.m.

4/1/02 -6:00P.M.

Mr. Lee King, Chairman of the Board of Commissioners for the Portsmouth Redevelopment and Housing Authority, opened the meeting and welcomed everyone. He stated that the purpose of the meeting was to listen to comments from the public regarding the Authority's 2003 Annual Agency Plan. He explained that the Plan is an outcome of the 1998 Quality Housing and Work Responsibility Act and is the first year the Department of Housing and Urban Development has required such a document to be produced by all housing authorities across the nation. The plan covers the Low -Income Public Housing Program, Capital Fund Program, the new name given to the modernization program, the Section 8 Housing Assistance Program, Hope VI Program and the policies and procedures under which these programs are administered.

Mr. King asked for anyone who had comments to fill out a registration card to speak and to give their name and address before coming to the podium so that a record of their comments would be made and, if appropriate, they would be contacted concerning them. He stated that the comments would be made part of the Agency Plan. Mr. King introduced the following Board Members who were present at the public hearing:

Mr. Scott Morgan, Vice Chairman of the Board and a banker with Towne Bank.

Mr. Fred Fletcher, who is retired.

Ms. Dorita Epps, employed by Southeastern Training Center for the Mentally Handicapped, a community volunteer and a resident of Swanson Homes.

Mr. Michael Blachman is an attorney with Bangel, Bangel and Bangel.

Mr. King then turned the podium over to Mr. Danny Cruce, Executive Director, to make a few remarks.

Mr. Cruce stated that the purpose of the hearing was to listen to their comments on the Annual Agency Plan. He stated that the public hearing was advertised in the newspaper and flyers were sent to inform the residents of the availability of the 2003 Plan for their review. He further stated that the Agency Plan had been placed in each Public Housing site office and available at the Authority's main office location at 339 High Street.

Mr. Cruce said that the Plan addresses all the housing and self-sufficiency programs administered by the Authority and addresses the policies and procedures by which they are provided. A few highlights of the Plan are:

Hope VI Revitalization. Staff will continue with the Ida Barbour Revitalization. He stated that many may know that the Authority has funding to rebuild 278 units with the 1997 award of Hope VI funds of \$24.8 million and that the first phase of homeownership units, which total 59 units, have all been sold. The 58 units of rental housing at Westbury will be completed within the next few months. He explained that staff would be getting information out to former Ida Barbour residents within the next few weeks about how they may qualify to move into these new units.

Mr. Cruce stated that this year included in the Annual Plan is the possibility of seeking a HOPE VI Grant for Jeffrey Wilson. He said that when HUD publishes the criteria for this year, the Authority will make a determination if an application would be in the Authority's best interests. Should such a determination be made, staff will consult with the residents of Jeffrey Wilson and the community at large to seek their input. Mr. Cruce stated that public meetings and training sessions would be held this spring and everyone wishing to participate will be given an opportunity to do so.

Mr. Cruce stated that the Authority had applied for a Hope VI Demolition Grant for Washington Park and was successful. Demolition will start later this summer and fall. He said that the use of the City's Empowerment Zone designation provides bonus points to seek funding to continue with providing interested residents in self-sufficiency programs and training.

Mr. Cruce asked that in the interest of maintaining an orderly Public Hearing, that each person wishing to speak fill out a speaker request form and hand it to Ms. Kathy Lobacz, whom he introduced. He stated that she would call each speaker to the podium. Mr. Cruce said that this method would also serve to have a way to get in contact with each speaker, should specific questions need to be answered.

Before returning the public hearing over to the residents, Mr. Cruce introduced the following staff of the Authority who were present:

Mrs. Kathy Lobacz, Executive Secretary; Mr. Harry Short, Dir. of Operations for Administration and Housing; Mr. Ben Adderholdt, Director of Modernization; Mrs. Joan Goodrich, Director of Housing Management; Mr. Dan Swanson, Director of Budget and Procurement; Ms. Peggy Ashford-Scott, Deputy Director of Housing Management; Ms. Gail Johnson, Program Officer for the Section 8 Housing Program; Ms. Lillian Porter, Occupancy Officer; Ms. Renee Ragland, Resident Initiatives Officer; Mrs. Kathy Warren, HOPEVI Coordinator; and Mrs. Delores Adams, Assistant HOPEVI Coordinator.

Mr. Cruce asked if there were any registered speakers. There were none. He offered for people to make informal comments if they did not wish to fill out the speaker cards. The following are comments and responses that were made:

Comment: How long is a Section 8 Contract?

Response by Mr. Cruce: It can be as long as the person wants to be. To my knowledge, no contracts have ever not been renewed.

Comment: When will Jeffrey Wilson be torn down?

Response by Mr. Cruce: The application for the HOPEVI for Jeffrey Wilson is in its very preliminary stages. The application will not be submitted for another four or five months. If the Authority is successful, demolition is at least a year away, and even then, he is in favor of starting construction before any demolition is done.

Comment by Gloria Fintch (Jeffrey Wilson resident): When will the new housing be built?

Response by Mr. Cruce: Before that is decided, resident input will be needed. There are a lot of issues to consider before rebuilding in Jeffrey Wilson, such as the proximity of the railroad tracks and the City Compound. It has also briefly been discussed about building some of the homes in the remainder of Ida Barbour.

Comment by an Ida Barbour resident: Will there be an open house of the new apartments for the former Ida Barbour residents to tour?

Response by Mr. Cruce: Yes, there will be.

Comment by an Ida Barbour resident: When will applications be taken for the new apartments?

Response by Mrs. Warren: Over the next month, staff will be contacting former Ida Barbour residents by mail to give them first choice.

Comment by former Ida Barbour resident: Will utilities be discounted?

Response by Mrs. Warren: If your rent is \$100, you are given a \$50 utility allowance; you will only have to pay \$50 rent. The additional money will go towards your utilities. If you go over your utility allowance, then you have to pay the difference. If you go under your utility allowance, you get to keep the difference.

Comment: Can only Ida Barbour residents apply?

Response by Mr. Cruce: They have first priority.

Comment by Gloria Fintch: How will the rents be for 1, 2 and 3 bedrooms?

Response by Mr. Cruce: They will be the same as they are now -- based on 30% of your adjusted monthly income.

Comment by Gloria Fintch: There are some elderly and handicapped residents who can't use the stairs. Flat apartments are needed for those residents. Does the Authority own any property where the Portsmouth General site is that could be used for senior apartments?

Comment by Mr. Cruce: It could be put there, but that is a political and planning decision. It is the Authority's desire to create some elderly housing. Two acres are owned next to Effingham Plaza that the Authority could possibly build 150 units of elderly housing.

Comment by Gloria Fintch: The elderly housing will need to be near a grocery store or a store will need to be built near it.

Response by Mr. Cruce: An example of an elderly complex that is built near a grocery store is in the East Ghent area. They have a Harris Teeter store. The Authority's intent will be to put the land to the highest and best use and to have the residents in better housing.

Comment by Gloria Fintch: Do the Westbury apartments have washer and dryer hookups?

Response by Mr. Cruce: Yes, they do.

Comment by Gloria Fintch: Will there be senior apartments in Westbury?

Response by Mr. Cruce: Yes. In addition to Mt. Olivet Church, there will be and, hopefully, they will be similar to the elderly housing in Mt. Hermon.

Comment by Ida Barbour resident: Will I be able to stay in Ida Barbour till the senior citizen housing is complete?

Response by Mr. Cruce: The intent is not to make you have to move again.

Comment: Will there be a recreational area for children?

Response by Mr. Cruce: The current recreational center will probably be renovated and plans are to try and bring a First Tee Foundation to that area to help children learn the game of golf with Tiger Woods helping to encourage minority children to get in on the golf game.

The old recreational center is in pretty good shape, but money is being requested for renovations. It could be a tremendous facility for all the children. The golf would give children a chance to learn.

Comment: Will it be an 18-hole golf course?

Response by Mr. Cruce: It will probably be a three-hole teaching course.

Comment by non-resident: If a grant is received for Jeffrey Wilson, what do you plan to do with the land?

Response by Mr. Cruce: Office/warehouse, non-residential/commercial.

Comment by non-resident: Can grant money be given to each resident?

Response by Chairman King: Family self-sufficiency training, childcare, education and transportation would be provided.

Comment by non-resident: Will the businesses bring their own people to work or will the residents be trained to work in the businesses?

Response by Chairman King: If they are trained in the FSS program, they could be hired by the businesses.

Comments by Non-Resident: Most people are elderly. Can a child or grandchild of a resident who is not living in Jeffrey Wilson receive the benefits?

Response by Mr. Cruce: We have never been posed with that question before. We will need to start the planning process in the very near future in conjunction with the submission of the application.

Comment by Gloria Fintch: When is the application due?

Response by Mr. Cruce: Because the application changed, we will be finding out within the next four or five weeks when it is due. After it is announced, it is usually within 90 days.

Response by Mr. Swanson: Once we find out when the application is due, it is mandated that three public meetings have to be held at Jeffrey Wilson at a time and place to be announced. We will be getting a schedule out to everyone.

Comment by a resident: Why did Section 8 residents have their meeting notices mailed and received before Public Housing residents received their hand-delivered flyers?

Response by Mr. Swanson: Because the Public Housing residents are all in one location and flyers were easily handed out. The Section 8 residents are in different locations so their had to be mailed by the U.S. Post Office and enough time had to be allowed for delays in the mail service. Both Section 8 and Public Housing are included in the Authority's Agency Plan.

Comment by Jeffrey Wilson resident: If a resident has a Section 8 Voucher, would they be able to use it for Jeffrey Wilson?

Response by Mrs. Goodrich: They would have 60 days to use the voucher and then could be extended for another 30 days. If they prove that they are aggressively pursuing Section 8 housing, they can be extended for another 30 days each time.

Comment by non-resident: Jeffrey Wilson residents need to have legal sponsors to represent each one of them.

Response by Chairman King: Thereason we are having the public hearing is to hear what the residents desire. We need their input.

Comment: People living in the front of Jeffrey Wilson are dealing with the Highway. What about the front row?

Response by Mr. Cruce: That is on the Norcom side, not Jeffrey Wilson.

Comment by Gloria Fintch: What about the drainage problems at Jeffrey Wilson along Turnpike?

Response by Mr. Cruce: They are correcting it on the other side of Jeffrey Wilson.

Comment by Gloria Fintch: What are they doing out there where the lime green markers are?

Response by Danny Cruc: I will get the information for you.

Comment by Resident of Jeffrey Wilson: Every time it rains, we have water up to our knees outside the front door. If something is not done, a child could drown. It has been this way for five years.

Response by Mr. Cruce: We will get a report and see what can be done to correct the problem.

Comment by Gloria Finch: When you get the information, I'll present it at the next Tenant Council meeting. Are they going to widen the road all the way down County to Fredrick?

Response by Mr. Cruce: Virginia Department of Transportation are the ones who are doing that work.

Comment by Resident: Will they have handrails at the senior apartments?

Response by Mr. Cruce: Yes.

There were no further comments. Mr. Cruce and Chairman King thanked everyone for coming. The hearing was adjourned at 7:00 p.m.

Chairman

VA001n003

Attachment N: List of other PHA Plan Documents

SUPPLEMENTAL AGENCY PLAN MATERIAL

The following items are included within the Agency Plan Binder as supplemental attachments:

- 1) Financial Statements for the year ended June 30, 2001

- 2) PortsmouthRedevelopmentandHousingAuthorityFamilySelf -Sufficiency
- 3) ProgramActionPlan
- 4) AnalysisofImpe dimentstoFairHousing
- 5) HOPEVIRevitalizationPlan -IdaBarbour
- 6) PublicHousingPoliciesandProcedures
- 7) MaintenancePlan
- 8) UtilityAllowanceReport
- 9) ConsolidatedPlanandAnnualActionPlan
- 10)RASSFollowUpPlan

